

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050521

1. ACTION REQUESTED/PURPOSE: Approve award of Quotation No. Q-050234 Landscape Maintenance for DOT Roadways for the Department of Transportation to the low quoters meeting specifications, Amera-Tech, Inc. and P & T Tractor Service, Inc., at the prices listed on the attached Lee County Tabulation Sheet. The initial term of this quote shall be in effect until January 31, 2007, or until new quotes are taken and awarded; also request authority to renew this quote for three additional one-year periods, at the same terms and conditions, if in the best interest of Lee County; and to exercise the price escalator clause as per the specifications on an as-needed basis. In the event that the low quoter(s) are unable to maintain an acceptable level of service, request the Purchasing Director to be given authority to act on behalf of the Board in the event of vendor non-compliance so that the Purchasing Director can proceed to the next low quoter(s). Funding will be available from the individual department or division's budget whom will be responsible for monitoring their individual expenditures.

2. WHAT ACTION ACCOMPLISHES: Provides contracted Landscape Maintenance Services for these road segments and allows DOT to meet the specific maintenance requested as dictated by the "LeeScope" master plan.

3. MANAGEMENT RECOMMENDATION: Approve as stated.

4. Departmental Category: CQA		5. Meeting Date: 05-10-2005
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department <u>Transportation</u>
<input type="checkbox"/> Appeals	<input checked="" type="checkbox"/> Admin. Code	Division _____
<input type="checkbox"/> Public	<input type="checkbox"/> Other	By: <u>Scott Gilbertson, P.E.,</u>
<input type="checkbox"/> Walk-On		Director

9. Background: On March 29, 2005, the Division of Purchasing received sealed quotations for landscape maintenance for DOT roadways. On that date, seven responses were received; of which two were no bids. The quotations have been thoroughly reviewed, and a recommendation is being made to award to Amera-Tech, Inc. and P & T Tractor Service, Inc., as the low quoters meeting all specification requirements.

Funding is available: PC5410517500.503490.^{KK}

- Please see Attachments:
- (1) Tabulation Sheet
 - (2) Specifications
 - (3) Amera-Tech, Inc. Quotation
 - (4) P & T Tractor Service, Inc. Quotation
 - (5) Department's Recommendation

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>RH/POL</i>	<i>Direct Administration</i> <i>4-19-05</i> <i>K. Accoripolo</i>			<i>KW</i> <i>4/22/05</i>	<i>RK</i> <i>4/25</i>	<i>4/25/05</i>	<i>4/26</i>	<i>4/28/05</i>	<i>J. Jundt</i> <i>4-21-05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty

Date: *4/27/05*

Time: *11:20*

Forwarded To: *4/25/05*

RECEIVED BY COUNTY ADMIN: *JK*

4-22-05 *mp.*

3:46 pm

COUNTY ADMIN FORWARDED TO: *JK*

4/25/05

4 PM

FORMAL QUOTATION #Q-050234		LEE COUNTY, FLORIDA TABULATION SHEET				
OPENING DATE: APRIL 5, 2005		FOR				
BUYER: KATHY CICCARELLI		LANDSCAPE MAINTENANCE FOR DOT ROADWAYS				
VENDORS	P & T TRACTOR SERVICE, INC.	AMER-TECH, INC.	VALLEY CREST LANDSCAPE	PRO CUT LAWN CARE & LANDSCAPE MAINTENANCE	GREENWERX GROUNDSKEEPING, INC.	
COPIES PROVIDED	YES	YES	YES	YES	YES	YES
ACKNOWLEDGES ADDENDUM #1	YES	YES	YES	YES	YES	YES
ACKNOWLEDGES ADDENDUM #2	YES	YES	YES	YES	YES	YES
1. EDISON BRIDGE(BUS.41)						
ROUTINE MAINTENANCE:						
PER MONTH TOTAL	\$900.00	\$590.00	\$708.00	\$650.00	\$1,109.17	
PER MONTH TOTAL X 12 MONTHS						
= \$ TOTAL	\$10,800.00	\$7,080.00	\$8,496.00	\$7,800.00	\$13,310.04	
OPTIONAL MOWING:						
PER MOWING	\$300.00	\$100.00	\$150.00	\$150.00	\$490.00	
\$ PER MOWING TOTAL X 21 CYCLES						
= \$ TOTAL	\$6,300.00	\$2,100.00	\$3,150.00	\$3,150.00	\$10,290.00	
2. SR 80(PALM BEACH BLVD)						
ROUTINE MAINTENANCE:						
PER MONTH TOTAL	\$1,450.00	\$1,200.00	\$3,269.00	\$1,100.00	\$4,092.50	
PER MONTH TOTAL X 12 MONTHS						
= \$ TOTAL	\$17,400.00	\$14,400.00	\$39,228.00	\$13,200.00	\$49,110.00	
3. VETERANS PARKWAY - #1,2 & 3, AND 4						
A. SEGMENT - #1						
ROUTINE MAINTENANCE:						
PER MONTH TOTAL	\$250.00	\$500.00	\$580.00	\$800.00	\$1,856.00	
PER MONTH TOTAL X 12 MONTHS						
= \$ TOTAL	\$3,000.00	\$6,000.00	\$6,960.00	\$9,600.00	\$22,272.00	
B. SEGMENT #2 & 3						
ROUTINE MAINTENANCE:						
PER MONTH TOTAL	\$3,800.00	\$1,750.00	\$5,520.00	\$3,600.00	\$5,180.83	
PER MONTH TOTAL X 12 MONTHS						
= \$ TOTAL	\$45,600.00	\$21,000.00	\$66,240.00	\$43,200.00	\$62,169.96	
C. SEGMENT #4						
ROUTINE MAINTENANCE:						
PER MONTH TOTAL	\$1,500.00	\$1,560.00	\$3,753.00	\$2,400.00	\$6,268.17	
PER MONTH TOTAL X 12 MONTHS						
= \$ TOTAL	\$18,000.00	\$18,720.00	\$45,036.00	\$28,800.00	\$75,218.04	
D. SEGMENT #4						
OPTIONAL MOWING:						
PER MOWING	\$2,850.00	\$2,000.00	\$4,050.00	\$1,500.00	\$2,660.00	
\$ PER MOWING TOTAL X 21 CYCLES						
= \$ TOTAL	\$59,850.00	\$42,000.00	\$85,050.00	\$31,500.00	\$55,860.00	
4. CORKSCREW ROAD						
ROUTINE MAINTENANCE:						
PER MONTH TOTAL	\$1,980.00	\$1,085.00	\$1,770.00	\$1,800.00	\$2,816.67	
PER MONTH TOTAL X 12 MONTHS						
= \$ TOTAL	\$23,760.00	\$13,020.00	\$21,240.00	\$21,600.00	\$33,800.04	
OPTIONAL MOWING:						
PER MOWING	\$1,200.00	\$460.00	\$1,000.00	\$1,100.00	\$1,260.00	

\$ _____ PER MOWING TOTAL X 21 CYCLES						
= \$ _____ TOTAL	\$25,200.00	\$9,660.00	\$21,000.00	\$23,100.00	\$26,460.00	
5. THREE OAKS BLVD.						
ROUTINE MAINTENANCE:						
PER MONTH TOTAL	\$890.00	\$505.00	\$1,229.00	\$500.00	\$1,479.17	
PER MONTH TOTAL X 12 MONTHS						
= \$ _____ TOTAL	\$10,680.00	\$6,060.00	\$14,748.00	\$6,000.00	\$17,750.04	
OPTIONAL MOWING:						
PER MOWING	\$795.00	\$215.00	\$500.00	\$250.00	\$700.00	
\$ _____ PER MOWING TOTAL X 21 CYCLES						
= \$ _____ TOTAL	\$16,695.00	\$4,515.00	\$10,500.00	\$5,250.00	\$14,700.00	
6. CYPRESS LAKE DRIVE						
ROUTINE MAINTENANCE:						
PER MONTH TOTAL	\$590.00	\$360.00	\$292.50	\$500.00	\$842.08	
PER MONTH TOTAL X 12 MONTHS						
= \$ _____ TOTAL	\$7,080.00	\$4,320.00	\$3,510.00	\$6,000.00	\$10,104.96	
OPTIONAL MOWING:						
PER MOWING	\$175.00	\$75.00	\$200.00	\$300.00	\$525.00	
\$ _____ PER MOWING TOTAL X 21 CYCLES						
= \$ _____ TOTAL	\$3,675.00	\$1,575.00	\$4,200.00	\$6,300.00	\$11,025.00	
SUBMITTALS						
1. COPY OF PESTICIDE LICENSE	YES	YES	YES	YES	YES	
2. EMERGENCY PHONE NUMBERS						
NAME OF EMPLOYEE	YES	YES	YES	YES	YES	
DAYTIME PHONE	YES	YES	YES	YES	YES	
AFTER HOURS PHONE	YES	YES	YES	YES	YES	
CELL PHONE	YES	YES	YES	YES	YES	
3. WORK SCHEDULE						
12 MONTH SCHEDULE PROVIDED	YES	YES	YES	NO	YES	
NSC CERTIFICATION	YES	YES	YES	NO	YES	
TO BE STARTED WITHIN _____ CALENDAR						
DAYS AFTER RECEIPT OF AWARD	7	7	14	7	7	
LOCAL VENDOR PREFERENCE	YES	YES	YES	YES	YES	
MODIFICATIONS	NO	*YES	NO	NO	**YES	
SIGNED	YES	YES	YES	YES	YES	
OCCUPATIONAL LICENSE	893963	013267	940901	11085	994356	
MEETS SPECIFICATIONS	YES	YES	YES	NO	YES	
*ADDENDUM NUMBER ONE - EDISON BRIDGE						
**PER ADDENDUM NUMBER						
ONE(ACTUALLY #2)- OPTIONAL MOWING						
FOR EDISON BRIDGE						
NO BIDS						
GULF TO BAY TREE AND LANDSCAPE						
SERVICE, INC.						
GRASS ROOTS LAWN & TREE SERVICE						
POSTING TIME/DATE						
FROM: _____ /						
UNTIL: _____ /						
BY: _____						



LEE COUNTY
SOUTHWEST FLORIDA

ATTACHMENT

2

PROJECT NO.: Q-050234

OPEN DATE: MARCH 29, 2005

AND TIME: 2:30 P.M.

PRE-BID DATE: MARCH 9, 2005

AND TIME: 10:00 A.M.

LOCATION: 1825 HENDRY ST. 3RD FLOOR
FT. MYERS, FL 33901

REQUEST FOR QUOTATIONS

**TITLE:
LANDSCAPE MAINTENANCE FOR DOT
ROADWAYS**

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS
DIVISION OF PURCHASING

MAILING ADDRESS

P.O. BOX 398
FORT MYERS, FL 33902-0398

PHYSICAL ADDRESS

1825 Hendry St 3rd Floor
FORT MYERS, FL 33901

BUYER: KATHY CICCARELLI
BUYER
PHONE NO.: (239) 344-5450

GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (239) 344-5450.

1. **SUBMISSION OF QUOTE:**

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
 1. Marked with the words "Sealed Quote"
 2. Name of the firm submitting the quotation
 3. Title of the quotation
 4. Quotation number
- b. The Quotation shall be submitted in triplicate as follows:
 1. The original consisting of the Lee County quotes forms completed and signed.
 2. A copy of the original quote forms for the Purchasing Director.
 3. A second copy of the original quote forms for use by the requesting department.
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
 1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
 2. Warranties and guarantees against defective materials and workmanship.
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing prior to the opening

date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.

- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).
- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote **shall** remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County **shall** be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed

specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.)

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may

result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM

on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.
- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts

and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY

COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS.”

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made

under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are **not** to contact County personnel for such

purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS

Edison Bridge (Bus. 41), SR 80 (Palm Beach Blvd), Veterans Parkway,
Corkscrew Road, Three Oaks Parkway, Cypress Lake Drive

DATE SUBMITTED: _____

VENDOR NAME: _____

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

Lee County Commodity Code No. 98836

1. **EDISON BRIDGE (BUS.41)**

ROUTINE MAINTENANCE:

\$ _____ PER MONTH TOTAL X 12 MONTHS = \$ _____ TOTAL

2. **SR 80 (PALM BEACH BLVD)**

ROUTINE MAINTENANCE:

\$ _____ PER MONTH TOTAL X 12 MONTHS = \$ _____ TOTAL

3. **VETERANS PARKWAY- #1, #2 & 3, and # 4**

A. SEGMENT - #1

ROUTINE MAINTENANCE:

\$ _____ PER MONTH TOTAL X 12 MONTHS = \$ _____ TOTAL

B. SEGMENT # 2 & 3

ROUTINE MAINTENANCE:

\$ _____ PER MONTH TOTAL X 12 MONTHS = \$ _____ TOTAL

C. SEGMENT # 4

ROUTINE MAINTENANCE:

\$ _____ PER MONTH TOTAL X 12 MONTHS=\$ _____ TOTAL

D. SEGMENT # 4

OPTIONAL MOWING:

\$ _____ PER MOWING X 21 cycles = \$ _____ TOTAL

4 **CORKSCREW ROAD**

ROUTINE MAINTENANCE:

\$ _____ PER MONTH TOTAL X 12 MONTHS=\$ _____ TOTAL

OPTIONAL MOWING:

\$ _____ PER MOWING X 21 cycles =\$ _____ TOTAL

5 **THREE OAKS BLVD.**

ROUTINE MAINTENANCE:

\$ _____ PER MONTH TOTAL X 12 MONTH = \$ _____ TOTAL

OPTIONAL MOWING:

\$ _____ PER MOWING X 21 cycles = \$ _____ TOTAL

6. CYPRESS LAKE DRIVE

ROUTINE MAINTENANCE:

\$ _____ PER MONTH TOTAL X 12 MONTHS = \$ _____ TOTAL

OPTIONAL MOWING:

\$ _____ PER MOWING X 21 cycles = \$ _____ TOTAL

SUBMITTALS

1. DID YOU FURNISH A COPY OF YOUR PESTICIDE LICENSE?

YES _____ NO _____

2. EMERGENCY PHONE NUMBERS

NAME OF EMPLOYEE _____

DAYTIME PHONE _____

AFTER HOURS PHONE _____

CELL PHONE _____

3. WORK SCHEDULE

DID YOU PROVIDE A 12 MONTH SCHEDULE?

YES _____ NO _____

4. NATIONAL SAFETY COUNCIL CERTIFICATION FOR WORK ZONE SAFETY

DID YOU PROVIDE A COPY OF YOUR CERTIFICATION?

YES _____ NO _____

Address:

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT
OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes _____ No _____

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

Yes _____ No _____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME _____

BY(Printed): _____

BY (Signature): _____

TITLE: _____

FEDERAL ID # OR S.S.# _____

ADDRESS: _____

PHONE NO.: _____

FAX NO.: _____

CELLULAR PHONE/PAGERNO.: _____

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: _____

E-MAIL ADDRESS: _____

REVISED: 1/24/2005

**LEE COUNTY, FLORIDA
DETAILED SPECIFICATIONS
FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS**

**Edison Bridge (Bus. 41), SR 80 (Palm Beach Blvd.) Veterans Parkway,
Corkscrew Road, Three Oaks Parkway, Cypress Lake Drive**

SCOPE

The intent of this quote is to provide median maintenance and mowing for various sites throughout Lee County. Landscape maintenance work consisting of providing all labor, materials, equipment, permits, and incidentals necessary to perform the following:

EDISON BRIDGE (BUS. 41)

Edison Bridge Perimeter: Edison Bridge limits include the median and palm trees located on the north and south side. Mowing has been included due to the complexity of the location. Mowing to be conducted in accordance with the specifications outlined in Part III – Execution section of this quote. Mowing is from back of curb to 2' back of palms. This is an irrigated landscape segment - the site has a cam system, in which County landscape crews will connect to the system via water truck to facilitate irrigation of this segment.

Maintenance segment length – approximately 1.1 Miles.

SR 80 (PALM BEACH BLVD.)

SR 80 Perimeters: West of I-75 to Hickey Creek. This is an irrigated landscape segment (portions immediately adjacent to I-75 only). There is no mowing option as part of this landscape segment.

Maintenance segment length – approximately 8.5 Miles.

VETERANS PARKWAY – SEGMENT NO'S: 1, 2, 3, and 4

Veterans Parkway Perimeters:

Segment No.: 1: Veteran's Parkway begins at the Caloosahatchee River in the City of Cape Coral on the South of road to Del Prado; this section does not include the north side of road or Toll facility.

Maintenance segment length approximately 1.6 miles.

Segment No's: 2 and 3: Of Veteran's Parkway begins at the on and off ramps at the Del Prado overpass (exclude under Del Prado overpass) to Chiquita Blvd. Routine maintenance on the north and south sides behind walls to the back of the berm and includes all trees, palms, and shrubs.

Maintenance segment length approximately 4.1 miles.

Segment No.: 4: This portion of Veteran's Parkway begins at Chiquita Blvd. West to Pine Island Road. Routine maintenance is on the north and south sides to front and back of berms along bike path and/or service road and along the East side of Veterans to top of berm, excluding shrubs on the top of berm. Segment also includes medians.

Approximate mileage is 3.8 miles.

Note: This segment is under construction with anticipated completion date of January 18, 2005 with 90-day maintenance by construction contractor. Approximately 1222 trees and shrubs are planted. Anticipated maintenance start date of May 1, 2005.

Total future maintenance segment length approximately 10.9 Miles.

CORKSCREW ROAD

Corkscrew Road Perimeters: The western limit is the intersection of US-41 to the eastern most limit at Corkscrew Woodland Blvd. First, this segment includes all median from US-41 to Corkscrew Woodland Blvd. Secondly, this segment also includes landscape on north side of road from Sandy Lane to Three Oaks Blvd. including the landscape in swale along the north side of Three Oaks Blvd. Thirdly, this segment includes the south side of Corkscrew Road between Three Oaks Parkway and Corkscrew Woodland Blvd.

Maintenance segment length approximately 1.8 Miles.

THREE OAKS PARKWAY

Three Oaks Parkway Perimeters: The north limits are at the intersection of Corkscrew Road to the southern limit at Williams Road. Includes all medians and area along the east side of the road to the edge of the right of way, 50 feet east of back of sidewalk. This is an irrigated landscape segment. The mowing option includes all medians and right of way within the segment.

Maintenance segment length approximately 0.7 Miles.

CYPRESS LAKE DRIVE

Cypress Lake Drive Perimeters: *Beginning* at the western most limit at Summerlin Road to US-41. Segment includes median from Summerlin Road to US-41.

Maintenance segment length approximately 0.75 Miles.

SITE CHANGES

Lee County may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.

Lee County may, at their sole discretion, add new areas of dissimilar nature, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative

ASSIGNMENT OF THIS CONTRACT

The Contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by County Representative.

EXAMINATION OF SITES

Lee County suggests that vendors visit the sites of this work and acquaint themselves with the conditions as they exist and the operations to be carried out under this quote. Vendors shall make such investigations as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this quote.

TERM OF QUOTE

This quote shall be in effect for one-year, or until new quotes are taken and awarded. This quote or any portion thereof, has the option of being renewed for four (4) additional one-year periods, upon mutual agreement of all parties, under the same terms and conditions.

BASIS OF AWARD

The basis of award for this quote will be low quoter per roadway or segment meeting all specification requirements, i.e., for Edison Bridge (Bus.41), SR 80 (Palm Beach Blvd.), Veterans Parkway, Corkscrew Road, Three Oaks Blvd., and Cypress Lake Drive optional Mowing and Routine Maintenance. Additional work may be considered in the basis of award.

The awarded vendor understands that the County reserves the right to adjust the number of cycles or terminate this agreement at any time as best serves the needs of Lee County.

Lee County reserves the right, at the County's discretion, to award to multiple vendors.

Lee County reserves the right, at the County's discretion, not to award certain items listed on the Price Proposal Form.

Lee County reserves the right to reject unbalanced quotes (a quote where a normally low cost item is priced well out of the normal range).

Any and all portions of the mowing maintenance portion of this quote are considered optional and may be removed entirely or in part from this quote at anytime at the discretion of the County.

If a segment of this quote should begin maintenance at any other time than the beginning of a monthly cycle, the first invoice for maintenance of that segment shall be paid on a pro-rated basis.

WORKMANSHIP AND INSPECTION

The supervision of the performance of this quote is vested wholly with Lee County DOT. Lee County DOT will decide any and all questions, which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the specifications must be corrected before Lee County DOT will give approval for payment. Lee County has the right to deny a monthly payment for work not completed for that period of time.

PRICE INCREASES

If an awarded vendor experiences a major price increase due to supplies or increases their advertised hourly rate or mileage rate, etc. the vendor may submit a written request to increase pricing. All information necessary to review and analyze the request must be submitted to Lee County Purchasing. Lee County shall have the right to grant the price increase, or requote, at the County's sole discretion.

TOLLS

Lee County will not pay for or reimburse awarded vendors for any bridge tolls.

SUBMITTALS

The following shall be submitted along with your bid response:

1. Pesticide License
2. Emergency Phone numbers
3. Work Schedule
4. National Safety Council Certification for Work Zone Safety

1. PESTICIDE LICENSE

The Contractor shall submit a valid Commercial Restricted Pesticide License with the ROW category. The license shall remain valid throughout the entire contract period. Use chemicals and equipment in accordance with the manufacture label and recommendations. Submit MSDS sheets and sample labels for all chemicals to Lee County DOT Operations, for approval, prior to application. Report immediately to the County's representative any damage caused by the use of equipment or application of chemicals, then repair or replace all damage. Apply chemicals in such a manner, that the public will not be in contact with nor have any real or imagined harm done to them by application.

2. EMERGENCY PHONE NUMBERS

Provide to the County Representative a list of emergency phone numbers. Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access

twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

3. WORK SCHEDULE

Provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as; pruning, watering, litter removal, herbicide, mulching, mowing, edging and if applicable irrigation checks and operation. Contact the County's representative and confirm the monthly work schedule. Contact the County Representative within 24 hours of schedule change.

4. NATIONAL SAFETY COUNCIL CERTIFICATION FOR WORK ZONE SAFETY

Contractor shall have at least one (1) person on site at all times who has attended a National Safety Council Course on Work Zone Safety and is certified, individual must be able to show proof of certification upon request. Certification shall be submitted to the County Representative. Certification shall remain valid throughout the contract period.

SUPERVISION AND SAFETY

- A. Prior to the repair of planting areas and replacement of plants, ascertain the location of all under drains, electrical cable, conduits, utility lines, supply lines and other subsurface structures (**Sunshine Locating Service 1-800-432-4770**), so that proper advance owner notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements. Properly maintain and protect existing utilities. Repair all items damaged by this work at no additional expense to Lee County.
- B. Provide the maintenance services in a professional manner. During all maintenance work hours, provide a qualified and competent, English speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the Contractor.
- C. The contractor shall videotape in color, the entire site prior to commencement of maintenance contract. Care must be taken to ensure that the site is adequately documented i.e. utility boxes, curb, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This videotape will be used to resolve any disputes. In the event that the site is not properly documented and could have reasonably been done and an issue arises, it will be assumed the contractors responsibility and shall be repaired at no cost to the County. Two copies shall be made, one for the contractor's file and the other to the County representative. Videotapes shall be in the format that may be reviewed in any standard video recorder without adaptation.
- D. All vehicles and trailers shall have the contractor's name and business phone number clearly displayed during work hours.

- E. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- F. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The Contractor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- G. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)
- H. Lee County DOT requires that mowing equipment have warning lights or a strobe light installed and operation while in operation. Warning signs that read "Mowers Ahead" and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.

REPORTING, INSPECTION AND CHECKLIST

- A. The Contractor shall complete the Checklist provided by the County Representative, upon each site visit. Lists shall be completed accurately and thoroughly, signed and dated and faxed (239-694-3332) to the County Representative within twenty-four (24) hours of each and every site visit.
- B. Inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.

MAJOR BREAKDOWNS/EMERGENCY SERVICES

Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

CONTRACT

A purchase order will serve as the contract.

LANDSCAPE MAINTENANCE MATERIALS

- A. General: Maintenance materials shall meet or exceed the original quality of the site as documented on the Contractor's generated videotape of the project. Submittals of samples and labels are required prior to use.
- B. Water: Use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use County retention ponds as water source.

- C. Replacement Plants: Conform to the type, species and Florida # 1 grade and size to match existing plants. Replacement plants that are smaller or otherwise differ from the existing plants must have the prior approval of the County's representative.
- D. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative.
- E. Herbicide: Use herbicides; post-emergent and pre-emergent, selective or nonselective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved.

LANDSCAPE MAINTENANCE

Landscape maintenance work consisting of providing all labor, materials, equipment, permits, and incidentals necessary to perform the following:

Maintain all lawn and plantings in a healthy, vigorous, and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period.

A. MOWING

- 1. Mowing:
Mow all lawn areas at a height three to four inches (3"-4") with a rotary mower. Mowing for the twenty-one (21) cycles: biweekly in the peak growing months of March through November and at a 3-4 week frequency in the months of December through February, as needed to maintain an attractive, even lawn area. Mowing wet grass or with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The County shall contact the Contractor a minimum of one (1) week ahead of scheduled cycle for cancellation.
- 2. Mowing and Edging Clean-up:
Roadway, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events.
- 3. Litter Pick-up and Debris Removal (Mowed Areas):
Clean-up all litter in lawn areas (if applicable), and tree rings within the projects limits during each site visit. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs the site and there will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as but not limited to paper, plastic, aluminum, metal, glass, tires. If an illegal dump which is defined as: centralized piles of debris, construction materials or large items such as mattress, or household

appliances as has occurred within the limits of the project, the contractor is to contact the County's representative at (239) 694-3334 and report the event, will not be responsibility of the Contractor for the cleanup.

4. Edging (Mowed Areas):

Edge bi-weekly adjacent to all walks, buildings, and trees within the limits of the project. Curbing shall be edged on a bi-cycle interval. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas. Weedeaters shall not be used for trimming or edging purposes.

B. ROUTINE MAINTENANCE

1. Weeding:

Landscaped beds and mulched areas within the ROW shall be weed-free. Remove weeds and grasses from around and near all sign posts, utility poles, guy wires, benches, fence lines, guardrails, or any other obstructions within the limits of the project. When mowing of lawn falls within scope of service, all curbing, bullnoses and gutter are to be weed-free. When lawn maintenance not included, curbing, guttering, and bullnoses that are contiguous with the mulched areas. Weeding may be done mechanically with weedeaters or by hand-pulling or chemically with non-selective herbicides. Weeds in mulched areas that obtain a height of six inches (6") shall be hand-pulled and disposed of offsite.

2. Weed Control:

Apply preventive weed control in the late fall, early spring, and as necessary using chemical means to prevent weeds and undesirable grasses. Apply spot treatments as necessary to control localized weed problems throughout the twelve- (12) month maintenance period. If there is a transition zone (see detail sheet) it must be maintained to no more than six inches (6") by the Contractor with the use of chemical herbicides.

3. Litter Pick-up and Debris Removal (Planted Areas):

Clean-up all litter in tree rings and bed areas within the projects limits during each site visit. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs the site and there will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as but not limited to paper, plastic, aluminum, metal, glass, tires. If an illegal dump which is defined as: centralized piles of debris, construction materials or large items such as mattress, or household appliances as has occurred within the limits of the project, the contractor is to contact the County's representative at (239) 694-3334 and report the event, will not be responsibility of the Contractor for the cleanup.

4. Edging (Planted Areas including edges along mowed areas):

Edge bi-weekly adjacent to all walks, buildings, and around all plant beds and trees within the limits of the project. Curbing shall be edged on a bi-cycle interval. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas. Weedeaters shall not be used for trimming or edging purposes.

5. Mulching:

Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function or by irrigation washouts, at no additional cost to the County.

Pine Bark: The entire site shall be mulched one time per year, i.e., once every February or within two months of the beginning of the contract. Mulch shall be applied to obtain the settled depth of three inches (3"). Mulch shall not be within 6" from the trunk of the tree. Additional mulch application when deteriorated at no additional cost to the county.

Pine Straw: The entire site shall be mulched two times per year, i.e., once every February and August or within two months of the beginning of the contract. Mulch shall be applied to obtain the settled depth of three inches (3"). Mulch shall not be within 6" from the trunk of the tree. Additional mulch applications when deteriorated at no additional cost to the county.

6. Ant Control:

Treat mounds as they appear. All inactive mounds are leveled to match existing grade.

7. Pruning:

Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance. In areas where plants have the potential to interfere with the drivers line of sight plants shall be maintained to meet the requirements of FDOT Standards. Prune all damaged, diseased and dead tissue. Contractor is responsible to prune dead palm fronds hanging below 9 and 3 o'clock position and up to 14' above ground. The county will prune fronds above 14' above adjacent ground. All sucker growth shall be removed during each visit. County will be responsible for structural tree pruning.

8. Tree staking and Saucer Maintenance:

Restore tree and palm saucers, tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. Staking shall be removed at the discretion of the County Representative.

9. Fertilizing:

Fertilizing shall be the responsibility of Lee County.

10. Disease and Insect Control:

Disease and Insect control (on plants) shall be the responsibility of Lee County.

CHECKLIST

- A. Complete checklist provided by the County as described. Reports shall be faxed to the County Representative office within twenty-four (24) hours after each site visit.

GUARANTEE AND REPLACEMENT

- A. When inspected landscape work does not comply with these requirements, replace rejected work within 7 calendar days or perform rejected maintenance activities as directed by County representative. The County reserves the right to withhold and/or deny payment for work not being performed as scheduled and as specified in this agreement.
- B. If at anytime trees, palms, ground-covers, shrubs or sod if damaged or destroyed due to Contractors negligence or failure to adhere to the requirements of this agreement, it will be the Contractors responsibility to replace and restore the site to the condition shown of the video tape. All replacements shall be plants of the same species and Florida # 1 quality. Approved replacements shall be furnished and planted as specified with no additional cost to the County.

INVOICE

All vendors are requested to mail one original invoice and one invoice copy to: Lee County Finance Department, P. O. Box 2238, Fort Myers, FL, 33902-2238. In addition, one original invoice shall be sent to: Attn: Landscape Supervisor, Lee County DOT, 5560 Zip Drive, Fort Myers, Florida, 3390

LOCAL BIDDER'S PREFERENCE

Note: In order for your firm to be considered for the local vendor preference, you must complete and return the attached "Local Vendor Preference Questionnaire" with your quotation.

The Lee County Local Bidder's Preference Ordinance No. 00-10 is being included as part of the award process for this project. As such, Lee County at its sole discretion, may choose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3 % of the total amount quoted by that firm.

"Local Contractor / Vendor" shall mean: a) any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee County, Florida; or b) any person, firm, partnership, company or corporation that

has provided goods or services to Lee County on a regular basis for the preceding consecutive five (5) years, and that has the personnel, equipment and materials located within the boundaries of Lee County sufficient to constitute a present ability to perform the service or provide the goods.

The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and fitness of all persons, firms, partnerships, companies or corporations submitting formal bids or formal quotes in any procurement for goods or services when making an award in the best interests of the County.

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

- 1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

- 2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

- 1. How many employees are available to service this contract? _____**

- 2. Describe the types and amount of equipment you have available to service this contract.**

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. *Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?*

Yes _____ No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

Your certificate of insurance must meet the following requirements

Requirement #1: The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2: Certificate holder shall be listed as follows:

**Lee County Board of County Commissioners
C/O Lee County Purchasing
P.O. Box 398
Fort Myers, FL 33902**

Requirement #3: Each policy shall provide a 30 day notification clause in the event of cancellation, non-renewal or adverse change.

STANDARD CONTRACT - Contracts that will not exceed three hundred and sixty five (365) calendar days; or where costs will not exceed \$500,000; and/or there are no unusual hazards present.

1. **Insurance Requirements: *These are minimum requirements, which are subject to modification in response to operations involving a higher level of loss exposure.***

a. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee

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

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or

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

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

****The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***

2. Verification of Coverage:

- a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

FORMAL QUOTE NO.: Q-050234
LEE COUNTY PURCHASING - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- ___ 1. The Quote has been signed.
- ___ 2. The Quote prices offered have been reviewed.
- ___ 3. The price extensions and totals have been checked.
- ___ 4. The original (must be manually signed) and 2 copies of the quote have been submitted.
- ___ 5. Three (3) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover.
- ___ 6. All modifications have been acknowledged in the space provided.
- ___ 7. All addendums issued, if any, have been acknowledged in the space provided.
- ___ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- ___ 9. Bid Bond and/or certified Check, (if required) have been submitted with the quote in amounts indicated.
- ___ 10. Any Delivery information required is included.

___ 11. The mailing envelope has been addressed to:

MAILING ADDRESS

Lee County Purchasing
P.O. Box 398 or
Ft. Myers, FL 33902-0398

PHYSICAL ADDRESS

Lee County Purchasing
1825 Hendry St 3rd Floor
Ft. Myers, FL 33901

- ___ 12. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- ___ 13. The quote will be mailed or delivered in time to be received no later than the specified **opening date and time.** (Otherwise quote cannot be considered or accepted.)
- ___ 14. If submitting a "NO BID" please write quote number here _____
and check one of the following:
___ Do not offer this product ___ Insufficient time to respond.
___ Unable to meet specifications (why)
___ Unable to meet bond or insurance requirement.
Other: _____

Company Name and Address:



LEE COUNTY

SOUTHWEST FLORIDA

FORMAL QUOTE NO.: Q-050234

CONTRACTOR _____

CONTRACT # _____

LANDSCAPE MAINTENANCE REPORT

Number Employees	Date	Location	Time
			Arrive _____ Depart _____

WEED CONTROL

	Mechanical	Chemical	Name	Rate/Gallons	Quantity
Bed Area					
Tree Ring					
Curb/Pavement					
Premergent					

LITTER/MOWING/PRUNING

Litter Pickup Y/N	Quantity	Mow Start Date	Mow Complete Date	Edging Y/N	Sucker Pruning Y/N

Oversize Debris: Y _____ N _____ Location: _____

IRRIGATION CHECK

Maintenance Required? Y/N	Description of Maintenance Recommended

GENERAL PLANT & ENVIRONMENTAL CONDITIONS (REPORT ALL DAMAGE)

ADDITIONAL COMMENTS/SUGGESTIONS

NAME: _____

SIGNATURE

PRINT NAME

DATE: _____

Revised: 5/14/02

March 24, 2005

Formal Quotation No.: Q-050234

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS**

**QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE
PROPOSAL QUOTE FORM PAGE 12.**

The original specifications and other contract documents are amended as noted below:

**OPENING DATE OF MARCH 29, 2005 IS NOW CHANGED TO APRIL 5, 2005 AT
2:30 P.M.**

On page 12 under: 1. EDISON BRIDGE (BUS 41) please amend this to read:

ROUTINE MAINTENANCE:

note: 13 pallets of Mulch

\$ 590.⁰⁰ PER MONTH TOTAL X 12 MONTHS = \$ 7080.⁰⁰ TOTAL

OPTIONAL MOWING:

\$ 100.⁰⁰ PER MOWING X 21 CYCLES = \$ 2100.⁰⁰ TOTAL

If there are any questions regarding this addendum, please contact Kathy Ciccarelli at 239-344-5456.

DIVISION OF PURCHASING

Kathy Ciccarelli
Purchasing Agent

Cc: Minutes
Don Chamblee
Clay Simmons

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS

Edison Bridge (Bus. 41), SR 80 (Palm Beach Blvd), Veterans Parkway,
Corkscrew Road, Three Oaks Parkway, Cypress Lake Drive

DATE SUBMITTED: 3-28-05

VENDOR NAME: Amera-Tech, Inc.

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:

Lee County Commodity Code No. 98836

1. EDISON BRIDGE (BUS.41)

ROUTINE MAINTENANCE: *DM* *DM*
\$ *DM* PER MONTH TOTAL X 12 MONTHS = \$ _____ TOTAL

2. SR 80 (PALM BEACH BLVD)

Note: 14 pallets of Mulch

ROUTINE MAINTENANCE:
\$ 1200.⁰⁰ PER MONTH TOTAL X 12 MONTHS = \$ 14,400.⁰⁰ TOTAL

3. VETERANS PARKWAY- #1, #2 & 3, and #4

A. SEGMENT - #1

Note: 3 pallets Mulch

ROUTINE MAINTENANCE:
\$ 500.⁰⁰ PER MONTH TOTAL X 12 MONTHS = \$ 6000.⁰⁰ TOTAL

B. SEGMENT # 2 & 3

Note: 32 Pallets Mulch

ROUTINE MAINTENANCE:

\$ 1750.⁰⁰ PER MONTH TOTAL X 12 MONTHS = \$ 21,000.⁰⁰ TOTAL

C. SEGMENT # 4

Note: 10 Pallets Mulch + 430 bails of Pine Straw

ROUTINE MAINTENANCE:

\$ 1560.⁰⁰ PER MONTH TOTAL X 12 MONTHS = \$ 18,720.⁰⁰ TOTAL

D. SEGMENT # 4

OPTIONAL MOWING:

\$ 2000.⁰⁰ PER MOWING X 21 cycles = \$ 42,000.⁰⁰ TOTAL

4 CORKSCREW ROAD

Note: 19 Pallets Mulch + 220 bails of Pine Straw

ROUTINE MAINTENANCE:

\$ 1085.⁰⁰ PER MONTH TOTAL X 12 MONTHS = \$ 13,020.⁰⁰ TOTAL

OPTIONAL MOWING:

\$ 460.⁰⁰ PER MOWING X 21 cycles = \$ 9660.⁰⁰ TOTAL

5 THREE OAKS BLVD.

Note: 4 Pallets Mulch + 150 bails of Pine Straw

ROUTINE MAINTENANCE:

\$ 505.⁰⁰ PER MONTH TOTAL X 12 MONTHS = \$ 6060.⁰⁰ TOTAL

OPTIONAL MOWING:

\$ 215.⁰⁰ PER MOWING X 21 cycles = \$ 4515.⁰⁰ TOTAL

6. CYPRESS LAKE DRIVE

ROUTINE MAINTENANCE:

Note: 4 pallets of Mulch

\$ 360.⁰⁰ PER MONTH TOTAL X 12 MONTHS = \$ 4320.⁰⁰ TOTAL

OPTIONAL MOWING:

\$ 75.⁰⁰ PER MOWING X 21 cycles = \$ 1575.⁰⁰ TOTAL

SUBMITTALS

1. DID YOU FURNISH A COPY OF YOUR PESTICIDE LICENSE?

YES X NO _____

2. EMERGENCY PHONE NUMBERS

NAME OF EMPLOYEE Dole L. Uhl

DAYTIME PHONE 239-561-9184

AFTER HOURS PHONE 239-225-0459

CELL PHONE 239-207-6373

3. WORK SCHEDULE

DID YOU PROVIDE A 12 MONTH SCHEDULE?

YES X NO _____

4. NATIONAL SAFETY COUNCIL CERTIFICATION FOR WORK ZONE SAFETY

DID YOU PROVIDE A COPY OF YOUR CERTIFICATION?

YES X NO _____

Address:

TO BE STARTED WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes No

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

Yes No

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

ADDENDUM NUMBER ONE - EDISON BRIDGE

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME Amera-Tech, Inc.

BY(Printed): Dale L. Uhl

BY (Signature): Dale L. Uhl

TITLE: Co-Owner and COO

FEDERAL ID # OR S.S.# 65-0997338

ADDRESS: 13100 Richenbacher Pkwy

Ft. Myers, FL 33913

PHONE NO.: 239-561-9184

FAX NO.: 239-561-9478

CELLULAR PHONE/PAGERNO.: 239-707-6373

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 013267

E-MAIL ADDRESS: o5dlu@Amera-Tech.com

REVISED: 1/24/2005

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. **What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?**

13100 Rickenbacker Pky
FORT MYERS, FL 33913

2. **What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)**

~ 2250 Shop-warehouse
750 - office

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. **How many employees are available to service this contract?** _____

2. **Describe the types and amount of equipment you have available to service this contract.**

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

3. Describe the types and amount of material stock that you have available to service this contract.

4. *Have you provided goods or services to Lee County on a regular basis for the preceding, consecutive five years?*

Yes _____

No _____

If yes, please provide your contractual history with Lee County for the past five, consecutive years. Attach additional pages if necessary.

Certificate of Qualification

This certifies that

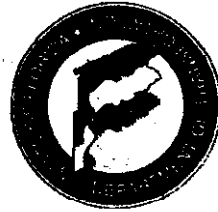
Dale L. Uhl

has attended and successfully completed the Florida DOT Approved Course

Intermediate Maintenance of Traffic

BT-05-0078

Conducted at Lee High Central on the 19 day of March, 05



M. CHODAKOWSKY
Instructor


Program Coordinator

Expiration Date: 3/19/2009

Certificate # L-IMOT-U400172431810



Provided by

Florida
Technology
Transfer
Center

Provider 36

Southwest Florida Public Works Academy

At

Lee County High Tech Center
Fort Myers, Florida

Certificate of Recognition

This is to Certify that

Dale Uhl

Satisfactorily completed 16 hours in

Intermediate Maintenance of Traffic

Work Zone Safety (FDOT)

This 19th day of March 2005

Michael Chodakowsky, Instructor.

Timothy Day, Program Director

State of



Florida

Department of Agriculture and Consumer Services

Bureau of Entomology and Pest Control

PEST CONTROL LICENSE

Number: JB124930

AMERA-TECH INC

13100 RICKENBACKER PARKWAY, FORT MYERS, FL 33913

This is to Certify that the Pest Control Firm named above is licensed by the State of Florida, Department of Agriculture and Consumer Services for the Year Ending July 31, 2004 as prescribed by Law.

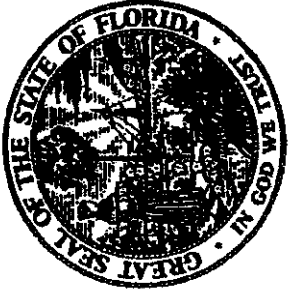
Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

Issue Date: April 20, 2004

State of

Florida



Department of Agriculture and Consumer Services
Bureau of Entomology and Pest Control

CERTIFIED PEST CONTROL OPERATOR

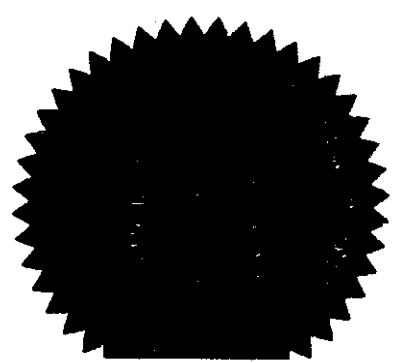
Number: JF124618

DALE L UHL

This is to Certify that the individual named above is a Certified Pest Control Operator and is privileged to practice

Lawn & Ornamental, General Household Pest & Rodent Control

*in conformity with an Act of the Legislature of the State of Florida regulating the
practice of Pest Control and imposing penalties for violations.*



In Testimony Whereof, Witness this

signature at Tallahassee, Florida on July 15, 2004

Charles H. Bronson

Charles H. Bronson
Commissioner of Agriculture

Chief Bureau of Entomology and Pest Control


2 Week Schedule

Monday	Tuesday	Wednesday	Thursday	Friday
Mow/Maint. • Veterans IV	Mow/Maint. • Veterans IV	Mow/Maint. • Veterans IV • Cypress Lk.	Mow/Maint. • Corkscrew • Three Oaks	Mow/Maint. • Edison Maint. Only • Palm Beach • Veterans I, II, III
Monday	Tuesday	Wednesday	Thursday	Friday
Maint./Trim/Spray • Veterans I, II, III, IV	Maint./Trim/Spray • Veterans I, II, III, IV	Maint./Trim/Spray • Corkscrew • Three Oaks	Maint./Trim/Spray • Palm Beach	Maint./Trim Spray • Cypress Lk • Edison

*Maintenance means pickup trash and weedeat where necessary

*Trim means pruning of hardwoods and trimming shrubs, removal of dead fronds and seedpods

*Spray means use of roundup/reward herbicide mixture to kill unwanted vegetation


 13100 Rickenbacker Parkway
 Fort Myers, FL 33913
 Phone: 239-561-9184

One (1) Year Schedule

Wk	May	June	July	Aug	Sept.	Oct.
1	Mow/Maint.	Mow/Maint.	Mow/Maint.	Mow/Maint	Mow/Maint.	Mow/Maint.
2	Mulch/Trim/Spray	Mulch/Trim/Spray	Trim/Spray/Maint.	Pine Straw	Trim/Spray/Maint.	Trim/Spray/Maint.
3	Mow/Maint.	Mow/Maint.	Mow/Maint.	Mow/Maint	Mow/Maint.	Mow/Maint.
4	Mulch/Trim/Spray	Mulch/Trim/Spray	Trim/Spray/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.
5		Mulch/Trim/Spray			Trim/Spray/Maint	

Wk	Nov.	Dec.	Jan.	Feb.	March	April
1	Mow/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.	Mow/Maint.	Mow/Maint.
2	Trim/Spray/Maint.	Mow/Maint.	Mow/Maint.	Mow/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.
3	Mow/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.	Pine Straw	Mow/Maint.	Mow/Maint.
4	Trim/Spray/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.	Trim/Spray/Maint.
5	Trim/Spray/Maint.				Trim/Spray/Maint.	



13100 Rickenbacker Pky.
 Fort Myers, FL 33913
 Phone 239-561-9184

P & T Tractor Service, Inc.

Post Office Box 50548 Fort Myers, FL 33905-0548
(239) 694-4848
FAX (239) 694-4848
Ztepet@comcast.net

Lee County Purchasing Department
1825 Hendry Street
3rd Floor
Fort Myers, FL 33901

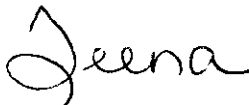
Enclosed please find our Proposal for the Landscape Maintenance for DOT Roadways.
Quote Number: Q-050234.

The following attachments have been included:

Quote	Pages 1-6
License	Pages 7-8
Work Schedule	Page 9
Vendors Preference	Page 10
List of Equipment	Page 11
References	Pages 12
Current Contracts	Page 13-14
Past & Present Contracts	Page 15
Brief History	Page 16
Copy of Insurance Certificate	Page 17

If you should have any further questions, please do not hesitate to contact our office at (239) 694-4848 or my cell phone is 707-4610.

Sincerely,



Pete & Teena Zielinski
P & T Lawn & Tractor Service

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS

Edison Bridge (Bus. 41), SR 80 (Palm Beach Blvd), Veterans Parkway,
Corkscrew Road, Three Oaks Parkway, Cypress Lake Drive

DATE SUBMITTED: March 28, 2005

VENDOR NAME: P & T Lawn & Tractor Service

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers:
Addendum Number One Dated March 9, 2005 and
Addendum Number One Dated March 24, 2005

Lee County Commodity Code No. 98836

1. **EDISON BRIDGE (BUS.41)**

ROUTINE MAINTENANCE: See Addendum Page

\$ Revised PER MONTH TOTAL X 12 MONTHS = \$ Revised TOTAL

2. **SR 80 (PALM BEACH BLVD)**

ROUTINE MAINTENANCE:

\$ 1450.00 PER MONTH TOTAL X 12 MONTHS = \$ 17,400.00 TOTAL

3. **VETERANS PARKWAY- #1, #2 & 3, and # 4**

A. SEGMENT - #1

ROUTINE MAINTENANCE:

\$ 250.00 PER MONTH TOTAL X 12 MONTHS = \$ 3000.00 TOTAL



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Post-it® Fax Note 7671		Date <u>3-24-05</u>	# of pages <u>1</u>
To <u>Pete Zielinski</u>	From <u>Kathy</u>		
Co./Dept. <u>Pat. Lawn</u>	Co. <u>Lee Co. Pub.</u>		
Phone #	Phone # <u>344-5456</u>		
Fax # <u>694-4848</u>	Fax # <u>344-5460</u>		

Bob Jones
District One

Douglas R. St. Cerny
District Two

Ray Jucah
District Three

Tammy Hall
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

David M. Owen
County Attorney

Diana M. Parker
County Hearing Examiner

March 24, 2005

Formal Quotation No.: Q-050234

**LEE COUNTY ADDENDUM NUMBER ONE
TO THE SPECIFICATIONS FOR
LANDSCAPE MAINTENANCE FOR DOT ROADWAYS**

QUOTERS MUST ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE PROPOSAL QUOTE FORM PAGE 12.

The original specifications and other contract documents are amended as noted below:

OPENING DATE OF MARCH 29, 2005 IS NOW CHANGED TO APRIL 5, 2005 AT 2:30 P.M.

On page 12 under: 1. EDISON BRIDGE (BUS 41) please amend this to read:

ROUTINE MAINTENANCE:

\$ 900.00 PER MONTH TOTAL X 12 MONTHS = \$ 10,800.00 TOTAL

OPTIONAL MOWING:

\$ 300.00 PER MOWING X 21 CYCLES = \$ 6300.00 TOTAL

If there are any questions regarding this addendum, please contact Kathy Ciccarelli at 239-344-5456.

DIVISION OF PURCHASING

Kathy Ciccarelli

Kathy Ciccarelli
Purchasing Agent

Cc: Minutes
Don Chamblee
Clay Simmons

B. SEGMENT # 2 & 3

ROUTINE MAINTENANCE:

\$ 3800.00 PER MONTH TOTAL X 12 MONTHS = \$ 45,600.00 TOTAL

C. SEGMENT # 4

ROUTINE MAINTENANCE:

\$ 1500.00 PER MONTH TOTAL X 12 MONTHS = \$ 18,000.00 TOTAL

D. SEGMENT # 4

OPTIONAL MOWING:

\$ 2850.00 PER MOWING X 21 cycles = \$ 59,850.00 TOTAL

4 **CORKSCREW ROAD**

ROUTINE MAINTENANCE:

\$ 1980.00 PER MONTH TOTAL X 12 MONTHS = \$ 23,760.00 TOTAL

OPTIONAL MOWING:

\$ 1200.00 PER MOWING X 21 cycles = \$ 25,200.00 TOTAL

5 **THREE OAKS BLVD.**

ROUTINE MAINTENANCE:

\$ 890.00 PER MONTH TOTAL X 12 MONTHS = \$ 10,680.00 TOTAL

OPTIONAL MOWING:

\$ 795.00 PER MOWING X 21 cycles = \$ 16,695.00 TOTAL

6. CYPRESS LAKE DRIVE

ROUTINE MAINTENANCE:

\$ 590.00 PER MONTH TOTAL X 12 MONTHS = \$ 7080.00 TOTAL

OPTIONAL MOWING:

\$ 175.00 PER MOWING X 21 cycles = \$ 3,675.00 TOTAL

SUBMITTALS

1. DID YOU FURNISH A COPY OF YOUR PESTICIDE LICENSE?

YES X NO _____

2. EMERGENCY PHONE NUMBERS

NAME OF EMPLOYEE Pete Zielinski

DAYTIME PHONE (239) 707-4611

AFTER HOURS PHONE (239) 693-2210

CELL PHONE (239) 707-4611

3. WORK SCHEDULE

DID YOU PROVIDE A 12 MONTH SCHEDULE?

YES X NO _____

4. NATIONAL SAFETY COUNCIL CERTIFICATION FOR WORK ZONE SAFETY

DID YOU PROVIDE A COPY OF YOUR CERTIFICATION?

YES X NO _____

Address:

TO BE STARTED WITHIN 7 CALENDAR DAYS AFTER RECEIPT OF AWARD AND PURCHASE ORDER.

Is your firm interested in being considered for the Local Vendor Preference?

Yes No

If yes, then read the paragraph entitled "Local Vendor Preference" included in these specifications. Also complete the Local Vendor Preference Questionnaire and return with your quotation.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

Yes No

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

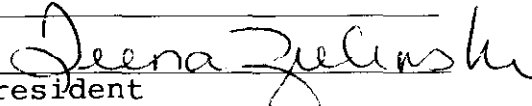
Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME P & T Lawn & Tractor Service

BY(Printed): Teena Zielinski

BY (Signature): 
President

TITLE: _____

FEDERAL ID # OR S.S.# 65-0249564

ADDRESS: P.O. Box 50548
Fort Myers, FL 33994-0548

PHONE NO.: (239) 707-4610

FAX NO.: (239) 694-4848

CELLULAR PHONE/PAGER NO.: (239) 707-4610

LEE COUNTY OCCUPATIONAL LICENSE NUMBER: 893963

E-MAIL ADDRESS: ztepet@comcast.net

REVISED: 1/24/2005

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

Date	File No.	Expires
May 24, 2004	LC108359	April 30, 2005

**THE COMMERCIAL LANDSCAPE MAINT. HOLDER NAMED BELOW
HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR
THE PERIOD EXPIRING: April 30, 2005**

TEENA M ZIELNSKI
15980 OLD OLGA ROAD
ALVA, FL 33920

Charles H. Bronson
CHARLES H BRONSON, COMMISSIONER

STATE OF FLORIDA
Department of Agriculture and Consumer Services
BUREAU OF ENTOMOLOGY & PEST CONTROL

TEENA M ZIELNSKI

COMMERCIAL LANDSCAPE MAINT. HOLDER

LC108359

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD
EXPIRING April 30, 2005

Signature

Charles H. Bronson
COMMISSIONER

Wallet Card - Fold Here

BUREAU OF ENTOMOLOGY & PEST CONTROL
1205 GOVERNOR'S SQUARE BLVD, STE 300
TALLAHASSEE, FLORIDA 32301



Southwest Florida Public Works Academy

At
Lee County High Tech Center
Fort Myers, Florida

Certificate of Recognition

This is to Certify that

Pete J. Zielinski

Satisfactory completed 16 hours in

***WORK ZONE TRAFFIC CONTROL-FDOT
Intermediate – Maintenance of Traffic***

This 27th Day of April 2002

Michael Berens, Instructor
Michael Chodakowsky, Instructor

Richard J. Hoptar, Program Director

P & T Lawn & Tractor Service
P.O. Box 50548
Fort Myers, FL 33994-0548
(239) 694-4848
Ztepet@comcast.net

March 28, 2005

Lee County Purchasing Department
1825 Hendry Street
3rd Floor
Fort Myers, FL 33901

WORK SCHEDULE

A tentative schedule at this time would be to visit each site weekly for routine maintenance work.

The mowing schedule would be to mow the sites the months of January, February, and March one time per month, all other months the sites would be mowed two times per month.

SR 80 could be maintained on Mondays.

Veterans Parkway could be maintained on Tuesdays.

Three Oaks and Corkscrew Road could be maintained on Wednesdays.

Edison Bridge and Cypress Lake Drive could be maintained on Thursdays.

Again, this is a tentative schedule and could not give a firm working schedule until project is awarded to someone.

ATTACHMENT A
LOCAL VENDOR PREFERENCE QUESTIONNAIRE
(LEE COUNTY ORDINANCE NO. 00-10)

Instructions: Please complete either Part A or B whichever is applicable to your firm

PART A: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS LOCATED WITHIN LEE COUNTY (Only complete Part A if your principal place of business is located within the boundaries of Lee County)

1. What is the physical location of your principal place of business that is located within the boundaries of Lee County, Florida?

15980 Old Olga Road Alva, FL 33920 Lee County

2. What is the size of this facility (i.e. sales area size, warehouse, storage yard, etc.)

Shop is 6,000 square feet

Office is 144 Square feet

Storage Facility is 50 acres

PART B: VENDOR'S PRINCIPAL PLACE OF BUSINESS IS NOT LOCATED WITHIN LEE COUNTY OR DOES NOT HAVE A PHYSICAL LOCATION WITHIN LEE COUNTY (Please complete this section.)

1. How many employees are available to service this contract? _____

2. Describe the types and amount of equipment you have available to service this contract.

LOCAL VENDOR PREFERENCE QUESTIONNAIRE CONTINUED

P & T Tractor Service, Inc.
P.O. Box 50548 Fort Myers, FL 33905-0548
(239) 694-4848

Equipment presently owned by P & T Tractor Service, Inc.

5	Landscape Trucks
2	Tractor trailers
3	Lawn Equipment trailers
1	Ford tractor & Bush hog
1	Kubota Front End Loader
4	John Deere front runner mowers
1	John Deere belly mower
2	Woods front runner mowers
2	Gravelly front deck tractor mowers
2	Tiger Mowers
2	Stander Mowers
8	Echo Weed Trimmers
8	Echo Back Pack Blowers
4	John Deere Hedge Trimmer
2	Echo Hedge Trimmers
2	Lesco Walk Behind & Self Propelled Fertilizer Spreader
4	Echo Stick Edgers
4	Stihl Chain Saws
1	Echo Chain Saw
1	Power Pruner
2	Lesco Backpack Weed Sprayers

Attachments for the Ford 3910 tractor and Kubota 4900:

2	Six foot bush hog
1	Box blade
1	Disc
1	Fertilizer Spreader
1	Set of choppers
1	Grader blade
1	Roto Tiller

P & T Lawn & Tractor Service, Inc.
Post Office Box 50548
Fort Myers, FL 33905-0548
(239) 694-4848
FAX (239) 694-4848
Ztepet@aol.com

References

Covanta Systems of Lee County, Inc.
Tom Erickson 337-2200

City of Fort Myers
Don Musa 332-6325

Lee County Department of Transportation
Jack Klipfel 694-3334

Lee County Parks & Recreation
Jim Geissler 461-7400

P & T Lawn & Tractor Service, Inc.
Post Office Box 50548
Fort Myers, FL 33905-0548
(239) 694-4848

We are presently under contract with the following companies/clients:

Lee County Incinerator/Covanta Engery
City of Fort Myers
Lee County DOT/plant medians
Edison Community College
Lee County Facilities
Lee County Fleet Management
Henderson Avenue Warehouse

Duties at all above properties include the following:

Mowing	Trimming Trees
Grass Trimming	Trash Clean-up
Edging	Fertilizing
Hedging	Mulching
Landscaping	Bush Hog Mowing
Sprinkler up-keep	

1. CovantaSystems of Lee County, Inc.- (Incinerator) Lawn Maintenance
10500 Buckingham Road Jody
Fort Myers, FL 33905 337-2200

Size of property is approximately 48 acres Contract held for 9 years

2. City of Fort Myers-Fort Myers Cemetary
P.O. Drawer 2217 Don Musa
Fort Myers, FL 33902-2217 332-6325

Size of property is approximately 60 acres Contract held for 6 years

3. Lee County DOT-Median Plant Beds
P.O. Box 398 Jack Klipfel
Fort Myers, Fl 33902 707-8653

Size of property varies

Contract held for 5 years

4. Edison Community College-work on an on-call basis as needed

P.O. Box 06210

Fort Myers, FL 33906-6210

Georgette

489-9243

5. County Owned Properties

Henderson Avenue Warehouse

Emergency Operations Service

Tice EMS

Medical Examiner

Jayne Elwell

335-2919

6. Lee County Fleet Management

2955 Van Buren Street

Fort Myers, FL 33916

Marilyn Rawlings

338-3233

P & T Tractor Service, Inc.
Post Office Box 50548 Fort Myers, FL 33905-0548
(239) 694-4848

Previous and current accounts with Lee County Government:

1. Lee County Parks & Recreation
2. Lee County DOT-Median Plant Beds
3. Lee County Fleet Management
4. Lee County Sports Complex
2. Lee County Code Enforcement-Lot Mowing
3. Lee County Facilities Management-Medical Examiners
 - Public Safety Building
 - EOC Building
 - Lehigh Sherrif Sub Station
4. Lee County Transit

Cellular phones numbers for the owners are - Teena - 707-4610 and Pete - 707-4611.

P & T Lawn & Tractor Service, Inc.
Post Office Box 50548
Fort Myers, FL 33905-0548
(239) 694-4848
FAX (239) 694-4848
Ztepet@aol.com

P & T Lawn & Tractor Service has been in business since September of 1989. We are licensed and insured to do all lawn/landscape maintenance and tractor work. We have approximately thirteen years experience in this field and currently employ seven full time employees and five on-call employees. We are natives to Lee County so are extremely familiar with the growing conditions of this area and supply a complete service in lawn care. We are equipped for mowing of all types of grass, weed control, fertilizing, mulching, plant maintenance, and all other services required.

We currently are under contract with Covanta Systems of Lee County, and the City of Fort Myers. I have enclosed a more detailed list of contracts and to whom to contact at each location.

If we can help you in anyway, please do not hesitate to contact my office at (941) 694-4848 or my cell phone at 707-4610 or 707-4611.

Sincerely,



Pete & Teena Zielinski
Owners

PRODUCER
 Edison Insurance Agency, Inc.
 3835 Palm Beach Boulevard #A
 Fort Myers FL 33916
 Phone: 239-693-0400 Fax: 239-693-2522

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 S & T Tractor, Inc. /
 Distinctive Lawn Care /
 Pete Zielinski
 P.O. Box 50548
 Fort Myers FL 33905

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	North Pointe Insurance Co.	03510
INSURER B:	AmComp Prof. Ins. Co.	
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADJL TR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	309409120403	07/26/04	07/26/05	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/POP AGG	\$ 1000000 \$ 100000 \$ 5000 \$ 1000000 \$ 2000000 \$ 1000000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	309409120403	07/26/04	07/26/05	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1000000 \$ \$ \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10000	3094106607	07/26/04	07/26/05	EACH OCCURRENCE AGGREGATE	\$ 2000000 \$ 2000000 \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Yes, describe under SPECIAL PROVISIONS below OTHER	WCV7029643	12/31/03	12/31/04	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ 1000000 \$ 1000000 \$ 1000000

FAXED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Landscape gardening

CERTIFICATE HOLDER
 Beazer Home Inc.
 Fax #239-561-5118
 ATTN: INES COOPER
 11934 Fairway Lakes Dr.
 Fort Myers FL 33916

BEAZ001

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Linda A. Quimby #0012996

Kathryn Ciccarelli - Landscape Maintenance - Quote Q-050234

From: Donald Chamblee
To: Ciccarelli, Kathryn
Date: 4/14/2005 5:23 PM
Subject: Landscape Maintenance - Quote Q-050234
CC: Cline, Jerry; Faust, Bobby; Franceschini, Robert; Klipfel, Jack; Simmons, Clay

Kathy Ciccarelli,
 DOT Operations has completed the review of Quote Q-050234. We wish to exercise all the mowing options. We recommend awarding the quote to the lowest qualified bidder per segment including the mowing option. We understand that the only qualified bidders were **Amer-Tech, P&T Tractor, Valley Crest Landscape and Greenwerx Groundskeeping, Inc.** This quote is necessary to provide contracted Landscape Maintenance Services for these road segments and accomplish DOT meeting the as specified maintenance by the "LeeScape" master plan.

Thus, our recommendation will be:

Q-050234	Routine				Annual	
	Monthly	Annual	Cycle	Annual	Total	
Edison	\$ 590.00	\$ 7,080.00	\$ 100.00	\$ 2,100.00	\$ 9,180.00	Amer-Tech
SR80	\$1,200.00	\$14,400.00		\$ -	\$ 14,400.00	Amer-Tech
Veterans 1	\$ 250.00	\$ 3,000.00		\$ -	\$ 3,000.00	P&T
Veterans 2&3	\$1,750.00	\$21,000.00		\$ -	\$ 21,000.00	Amer-Tech
Veterans 4	\$1,560.00	\$18,720.00	\$2,000.00	\$42,000.00	\$ 60,720.00	Amer-Tech
Corkscrew	\$1,085.00	\$13,020.00	\$ 460.00	\$ 9,660.00	\$ 22,680.00	Amer-Tech
Three Oaks	\$ 505.00	\$ 6,060.00	\$ 215.00	\$ 4,515.00	\$ 10,575.00	Amer-Tech
Cypress Lake	\$ 360.00	\$ 4,320.00	\$ 75.00	\$ 1,575.00	\$ 5,895.00	Amer-Tech

The Account String for this Purchase Order will be PC 54105 17500.

Please include verbiage in the Bluesheet to allow us to select the next vendor if necessary for the duration of the quote. Also, note the initial term of the quote will be more that twelve months, however the annual amounts were used for selection. Please advise when the Bluesheet is ready and we will arrange to pick it up for distribution and review.

Thanks
 Donald Chamblee, PE
 LC DOT Operations
ChambIDV@LeeGov.com
 Phone: (239) 694-3334
 Fax: (239) 694-3332