

**AGREEMENT FOR
LANDSCAPE MAINTENANCE AND MOWING FOR LEE TRAN**

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and P&T Lawn & Tractor Service, Inc., a Florida corporation authorized to do business in the State of Florida, whose address is 15980 Old Olga Road, Alva, FL 33920, and whose federal tax identification number is 65-0249564, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase landscape maintenance and mowing services, for specific Lee Tran locations, from the Vendor in connection with "Landscape Maintenance and Mowing for Lee Tran" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B200149AEJ on March 17, 2020 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on September 3, 2020; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in Sections 1 through 6, Scope of Work and Specifications of B200149AEJ, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B200149AEJ, as modified by its 4 (four) addenda, copies of which are on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

- 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. If the services provided require use of specific key personnel, the personnel shall be agreed to by the County and Vendor. If the Vendor's key personnel have been predetermined and approved, through the Solicitation process or otherwise, any subsequent change or substitution to the personnel must receive the County's written approval before said changes or substitution can become effective.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-

contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

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

XV. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

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

Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

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

Vendor's Representative:

County's Representatives:

Name: Teena Zielinski
 Title: President

| | | |
|---------|-------------------------|---|
| Names: | <u>Roger Desjarlais</u> | <u>Mary Tucker</u> |
| Titles: | <u>County Manager</u> | <u>Director of Procurement Management</u> |

| | | | |
|------------|--|------------|---|
| Address: | <u>15980 Old Olga Rd.</u> <u>Alva, FL 33920</u> | Address: | <u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u> |
| Telephone: | <u>239-694-4848</u> | Telephone: | <u>239-533-2221</u> <u>239-533-8881</u> |
| Facsimile: | <u>239-672-4260</u> | Facsimile: | <u>239-485-2262</u> <u>239-485-8383</u> |
| E-mail: | <u>ztepet@comcast.net</u> | E-Mail: | <u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u> |

- J. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- K. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- L. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. Solicitation
 3. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By:

Print Name:

Michael S. Murphy
MICHAEL E. MURPHY

P&T LAWN & TRACTOR SERVICE, INC.

Signed By:

Print Name:

Title:

Date:

Teena Zielinski
Teena Zielinski
President
October 10, 2020

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

DATE:

[Signature]
CHAIR
11-24-20

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY:

Missy Filant



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

BY:

[Signature]
OFFICE OF THE COUNTY ATTORN

EXHIBIT A
SCOPE OF WORK AND SPECIFICATIONS^{[GD1][GD2]}

Ver 11-19-17

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide complete landscape maintenance and mowing at specified Lee County Transit (LeeTran) locations as provided herein. These services are further described below and include, but are not limited to, mowing, edging, string trimming, trimming shrubs, pruning trees and palms, weeding, fertilizing, irrigation services, supplying replacement trees and shrubs, and mulching.

2. LOCATIONS

2.1. The Vendor shall service the following LeeTran locations under this Agreement:

- Rosa Parks Transportation Center, 2250 Widman Way, Fort Myers
- Cape Coral Transfer Center, SE 47th Terrace at SE 8th Ct, Cape Coral
- Edison Mall Station, 4125 Cleveland Avenue, Fort Myers
- Beach Park & Ride, 11101 Summerlin Square Drive, So Fort Myers

2.2. Prior to beginning work under the Agreement, the Vendor shall meet with the County on site to clearly define the limits of landscape, maintenance responsibilities and expectations, and to fine tune and finalize the landscape maintenance plan for each location. Included in the plan provided by the Vendor shall be a schedule for pest control and fertilization throughout the year, subject to approval by the County.

3. TOLLS

3.1. The County will not pay for or reimburse Vendor for any bridge tolls.

4. LANDSCAPE MAINTENANCE

4.1. MOWING

4.1.2. The Vendor shall remove any trash or debris prior to mowing the properties so as not to disperse trash around or damage their equipment.

4.1.3. The turf shall be mowed to a horticultural accepted height for the grass species and the time of the year (usual height 3"-4"). The turf shall be mowed once each week during the growing season and as necessary, as determined by the Vendor and the County during the remainder of the year. The length of the growing season may vary from year to year. Vendor shall be available and able to mow throughout the year, exclusive of major holidays.

4.1.4. The Vendor shall be responsible for cleanup of any debris or cuttings thrown or dragged on to adjacent property and roadways.

4.1.5. Any damage to buildings, trees, utilities, etc. shall be reported by the Vendor to the County or representative within 24 hours.

4.1.6. Immediately after mowing, the Vendor shall rake, vacuum or otherwise remove all grass clippings, litter, debris, etc. from the ground and from areas adjacent to those mowed, including walkways, curbs, drives, roadways, beds, buildings, fences, etc.

4.1.7. Vendor shall mow in such a manner as to not propel clippings, debris, etc. towards the buildings, plant beds or other mulched areas.

4.2. EQUIPMENT

4.2.1. Vendor shall provide all labor and equipment to complete the work described herein. When service is requested by the County, should either the mowers or any of the other required equipment not be operational, the Vendor shall be responsible for renting equipment similar to what is specified herein.

4.2.1.1. ANY COST INVOLVED IN THE RENTAL OF EQUIPMENT SHALL BE AT NO ADDITIONAL CHARGE TO LEE COUNTY.

4.3. EDGING

4.3.1. The Vendor shall edge all drives, curbs, parking areas, sidewalks and walkways, fences, and all other areas that can be edged, on each site visit. Edging shall be performed by using a mechanical edger. This shall include edging against plant beds that are mulched, careful not to disturb the mulch. Mulch disturbed during edging shall be smoothed out or replaced at the Vendor's expense.

4.4. LINE TRIMMING

4.4.1. Line trimming is required along fence lines, trees, around structures, light poles, bollards, car stops, and in any areas not accessible to a mower. Line trimming will be only allowed around mulched trees with a maintained mulched bed of 24" from the base of the tree. Due care must be taken to avoid girdling trees. Any trees without a maintained mulched area at the base of the tree are not to be line trimmed.

4.5. REMOVAL, HAULING AND DISPOSAL OF MATERIAL AND PAVEMENT CLEANING AND SWEEPING

4.5.1. The Vendor shall remove from walkways, drives, parking areas, roadways and curbs all materials resulting from maintenance of the area, to include: grass clippings, debris, fallen fronds, and branches. All trash, including bottles, cans, broken glass and papers, any litter or debris shall be removed from the area. Any debris that is thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned up.

4.5.2. The Vendor shall remove and properly dispose of (not on County's/City's right-of-way or property) all waste materials described herein. Vendor is responsible for providing any containers necessary for such work, and for all associated costs. Debris must be properly disposed of according to local codes and ordinances. Debris must be hauled away each time and not left at the facilities for disposal.

4.5.3. Parking areas shall be cleaned each visit with leaf blowers and conspicuous litter shall be removed.

4.6. WEEDING / WEED CONTROL AND BED MAINTENANCE

4.6.1. Landscaped beds and mulched areas shall be weed free. Weeding shall be done on all plant beds, shrub and tree areas.

4.6.2. Remove weeds and grasses from beds, around and near all sign posts, utility poles, guy wires, benches, fence lines or any other obstructions within the limits of the project. All curbing, bull noses and gutters are to be weed-free. Weeding may be done by hand-pulling or chemically applied with selective herbicides. All herbicides shall have marking dye added. Apply spot treatments as necessary to control localized weed problems. Weeds in mulch transition zones must be maintained to no more than six inches (6") by the Contractor with the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand-pulled and disposed of offsite.

4.6.3. During each site visit the Vendor shall smooth out the rocks or mulch in the beds, around the buildings, or on the grounds, if any.

4.6.4. For all of the facilities that have all native plantings, the plant beds should be weeded twice a month or as often as necessary. Care must be taken to properly trim back the native plants. All trimming must be approved by the County.

4.7. MULCHING

4.7.1. During each visit, the Vendor shall smooth out the mulch in the beds, around the buildings or anywhere on the grounds. The mulch must be maintained at all times at an acceptable depth of 3" as recommended by International Society of Arboriculture (ISA) and proper distance away from plantings and trees at no extra charge to the County.

4.7.1.1. If mulch accumulates more the 3" it is the Vendor's responsibility to remove the excess mulch at no additional charge to the County. Please make sure the depth of the mulch remains at 3" and no higher.

- 4.7.2. Wherever possible no tree roots shall be above ground surface non-mulched.
- 4.7.3. The Vendor shall provide and apply mulch to the entire site twice annually (spring and fall). The Vendor shall provide and install mulch periodically to maintain a 3" depth at all times. The preferred mulch will be Flora mulch with a 3-inch layer unless otherwise requested. The Vendor shall follow ISA guidelines for depth and distance away from tree trunk bases to insure the healthiest conditions for trees a minimum of 2-3 inches away from the base.
- 4.7.4. The entire site may be required to be mulched. It will be at the discretion of the County. All mulch material and labor for installation is included in the unit price for mulching. The County shall only be charged the mulching fee when the entire site is mulched; ongoing mulch maintenance shall be included at no additional cost.
- 4.7.5. Due to Lee County Administrative Code AC-5-9, cypress mulch is not acceptable. Cypress mulch shall not be used.

4.8. DISEASE AND INSECT CONTROL (INCLUDING ANT CONTROL)

- 4.8.1. Disease and insect control (on plants, shrubs and trees) shall be addressed by the Vendor as needed or requested by the County. Treatment shall be applied in a timely manner to control the infestation. Pest control for turf will be on an as needed basis for all insects such as, but not limited to, chinch bugs, crickets, mole crickets, ants, grub worms, white flies, etc.
- 4.8.2. Ant Control: Treat mounds as they appear. All inactive mounds shall be leveled to match the existing grade.

4.9. FERTILIZATION

- 4.9.1. Shrubs, trees, vines, hedges and ground cover shall be fertilized with a complete fertilizer from two to four times per year depending on type of fertilizer (slow release, pre-emergent or post-emergent, etc.).
- 4.91. Palms shall be fertilized with a complete palm fertilizer two to four times per year, depending on type of fertilizer (slow release, etc.).
- 4.92. The Vendor shall maintain proper grass growth through fertilizers, weed inhibitors and, if needed, reseeding.
- 4.93. Turf shall receive a minimum of four lbs. of nitrogen per 1,000 sq. ft. distributed evenly between four applications per year, normally in February, May, July and September.

4.10. SPRINKLER HEADS

- 4.10.1. The Vendor shall maintain proper operating conditions around all sprinkler heads. The Vendor shall remove grass from around the sprinkler heads so they may function properly.
- 4.10.2. The Vendor shall report any damage to sprinkler systems to the County on the day it occurs. Such repairs will be at the Vendor's expense if caused by the Vendor's employees. The County will make such repairs as necessary and deduct from payment due.

4.11. TRIMMING OF TREES

- 4.11.1. The Vendor shall have an International Society of Arboriculture (ISA) Certified arborist available for the purpose of overseeing all aspects of tree maintenance and care when needed. The Vendor must use as minimum standards and guidelines those of the ISA.
- 4.11.2. The Vendor shall maintain all trees at all heights through the selective, regular removal of dead or damaged branches to balance the foliage canopies for the attractive and natural form of the trees, to remove crossing branches, narrow crotches, water sprouts, coconuts, berries etc. for the soundness and health of the tree, and to remove branches which may become nuisances by rubbing structures, overhanging walkways, etc.
- 4.11.3. The Vendor is responsible for the trimming of all trees under this contract, including providing all required labor and equipment. If it is necessary to use a boom truck for such trimmings, the Vendor shall coordinate with the County to schedule the work.
- 4.11.4. No spiking of trees will be permitted.
- 4.11.5. The County does not anticipate trimming of trees more often than two times per year; however, the County may, under certain circumstances, request extra trimmings.
- 4.11.6. The Vendor shall only schedule tree trimming around the buildings and parking lots during times when the minimum amounts of people are using these areas (e.g., early morning or weekends). Vendor shall provide the tree trimming schedule to the County for approval prior to beginning work.
- 4.11.7. The Vendor shall conduct full tree trimming at each site in May of each year in order to prepare for hurricane season. Under the direction of the arborist, the Vendor shall trim trees in such a way to minimize damage that may result from a severe weather event.
- 4.11.8. All trim work and pruning shall follow the ISA guidelines for trimming and pruning.
- 4.11.9. Vendor shall notify the County of any trees that are dead and need to be removed or replaced. The County reserves the right to purchase and replace new trees or negotiate with the vendor to do so.
- 4.11.10. If there is a cost to remove a tree, the Vendor must receive approval from the County.

4.12. PRUNING

- 4.12.1. All trim work and pruning shall follow the ISA guidelines for trimming and pruning.
- 4.12.2. The Vendor shall keep all hedges, shrubs, trees, and ground cover trimmed so as to present a neat, well-kept appearance, and all sucker growth shall be removed during each visit.
- 4.12.3. The Vendor shall keep all coconut trees free of coconuts.
- 4.12.4. The Vendor shall remove diseased and damaged wood and shrubs shall be done when needed, and not included as regular pruning.
- 4.12.5. The Vendor shall allow plants to grow in their natural form and not shear them, except the hedges.

5. OTHER CONSIDERATIONS

5.1. TREE CARE

- 5.1.1. The Vendor's certified arborist shall oversee all aspects of tree maintenance and care under this Agreement. The Vendor shall use the ISA guidelines as minimum standards and guidelines for tree care.

- 5.2.1 The Vendor shall perform an overall assessment of the trees on each property under this Agreement at the commencement of the contract, and shall prepare a list of recommendations for either replacement or enhancement in the form of an ongoing five-year plan provided to the County.
- 5.2.2 The Vendor shall be licensed to do any applications of pesticides, fertilizers, defoliant etc. as needed to protect the healthy growth of all trees, shrubs and plantings on the Transit properties.

5.2. REPLACEMENT PLANTS

- 5.2.1. If at any time trees, palms, shrubs, etc. are damaged or destroyed due to the Vendor's negligence or failure to adhere to the requirements of this Agreement, the Vendor shall replace and restore the site to its original condition. Approved replacements shall be furnished and planted at no additional cost to the County.
- 5.2.2. The County reserves the right to purchase and replace new trees, shrubs or plants or to ask the Vendor to quote prices for replacement plants on an as needed basis.

5.3. EXOTIC PLANT REMOVAL

- 5.3.1. The Vendor shall not be responsible for the removal of exotic plant species; however, the Vendor shall notify the County if any invasive or exotic plants are observed at any location.

6. OPTIONAL PRICING

- 6.2. Optional pricing included with the bid shall apply to services not meeting the fixed unit prices of the Agreement.
- 6.3. Labor rates shall be fully loaded.
- 6.4. For replacement of plants, trees, and shrubs completed under this Agreement the cost of materials shall be based on the Vendor's invoiced price plus Vendor contract percent mark-up. A mark-up on sales tax will not be allowed. The Vendor's invoices shall clearly indicate the purchase price and percent mark-up cost. A copy of the Vendor's purchase invoice shall be submitted with the Vendor's invoice when requesting payment for replacement of plants, trees, and shrubs.
- 6.5. The Vendor shall be expected to negotiate and obtain the lowest prices possible when purchasing replacement plants, trees, and shrubs to the County.

End of Scope of Work and Specifications Section



Procurement Management Department
2115 Second Floor, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: March 23, 2020

Solicitation No.: B200149AEJ

Solicitation Name: Landscape and Mowing for Lee Tran

Subject: Addendum Number 1

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

1. QUESTIONS/ANSWERS

Table with 2 columns: Question and Answer. Question 1 asks about bid schedule frequencies. Answer states that quantities are estimated and services are on an as-needed basis.

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

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

Ashley Jones
Procurement Analyst
Procurement Analyst Direct Line: 239-533-8858
Lee County Procurement Management



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www.lcegov.com/procurement

Posted Date: April 10, 2020

Solicitation No.: B200149AEJ

Solicitation Name: Landscape and Mowing for Lee Tran

Subject: Addendum Number 2

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

1. OPEN DATE/BIDS DUE EXTENSION:

FROM: Friday, April 17, 2020 at 2:30 p.m.

TO: Friday, June 26, 2020 at 2:30 p.m.

2. ATTACHMENT:

Google Image of Beach Park & Ride

3. QUESTIONS/ANSWERS

| | |
|--------|--|
| 1. | Confirm the Vendor has no responsibility to inspect irrigation operation, |
| Answer | The County performs Irrigation wet checks and repairs. The vendor is responsible for repairs caused by vendor damage. |
| 2. | Section 4.10.2 of the specs limits vendor responsibility to only report damage caused by the vendor. The County does not request for the vendor to report all damage noted? |
| Answer | The vendor is only to report damage caused by the vendor. |
| 3. | Are items 1, 2 and 3 included as part of this properties service? |
| Answer | Yes. (Image/map provided with above question and made part of this addendum as an attachment). |
| 4. | If items 1 and 2 are included, are services limited to the full scope as outlined? |
| Answer | Yes. (Image/map provided with above question and made part of this addendum as an attachment). |
| 5. | Can you clarify the boundary in item #4? Is it the bottom of the swale after the crest of the outflow area (item 3 on the map)? |
| Answer | Yes, the boundary is the bottom of the swale after the outflow area. (Image/map provided with above question and made part of this addendum as an attachment). |
| 6. | Referring to the Minimum Qualifications Form, Criteria 2.-Does your firm or your subcontractor's firm have at least one staff personnel assigned to this project that holds a Commercial Pest Control License, rather than "structural" is this supposed to be: Rather than "Structural" is this supposed to be: Commercial Landscape; |

| | |
|--------|---|
| | Landscape; Landscape Restricted; Landscape & Irrigation; or Unlimited Landscape or Pest Control - Certified Pest Control Operator, Lawn & Ornamental |
| Answer | The minimum qualification requirement of Commercial Pest Control License is correct. More information regarding this license can be found on the Florida Department of Agriculture and Consumer Services website. |

| | |
|--------|---|
| 7. | On the bid/proposal form (Excel Doc), Does the County really want the following frequencies? A. Mowing, edging, line trimming, sprinkler heads and all others at 52 weeks to be bid at 52 weeks? 42 weeks is a better value. B. The same question, mulch and fertilization is listed as 13 frequencies. C. The same question, trimming trees 26 times? D. The same question, 52 pruning of shrubs? Please review all of the frequencies, as I didn't list all of them from the form. The specs in the Scope of Work are a bit more practical. |
| Answer | Clarification of quantities has been previously addressed in Addendum 1, Question 1. Quantities provided on the bid schedule are estimated. Monthly services for each location will be on an as needed basis as determined by the County. |

| | |
|--------|---|
| 8. | Page 19 of the solicitation, Section 4.93 Fertilization, lists applying Nitrogen the 4 months, however one of them falls in July during a black out period. How do we bid correctly? We can use nutrient minors during July or reduce to three fertilizers applications only. Please provide clarification. |
| Answer | Section 4.93 states distribute evenly between four applications per year, normally in February, May, July and September". The vendor may create their own application schedule as long as it meets the spec requirements of four applications per year and properly maintains the turf. |

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

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

Ashley Jones
 Ashley Jones
 Procurement Analyst Direct Line: 239-533-8858
 Lee County Procurement Management



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 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: May 4, 2020

Solicitation No.: B200149AEJ

Solicitation Name: Landscape and Mowing for Lee Tran

Subject: Addendum Number 3

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

1. MODIFICATION:

The Bid Schedule has been updated and a new Bid Schedule has been uploaded to the project webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience.

Do not wait until submission day to download! Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt or download of documents.

Bidders MUST use the new Bid Schedule Excel form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

2. ATTACHMENT:

1) Revised Bid Schedule / Proposal Form

1. QUESTIONS/ANSWERS

| | |
|--------|---|
| 1. | Is there a bid and performance bond required? |
| Answer | A bid bond and a payment and performance bond are not required for this project. |
| 2. | Could you provide more clarification regarding sprinkler heads? What specifically are we pricing out regarding the sprinkler heads? If the county performs the wet checks, is this fine/pricing just to maintain around each of the sprinkler heads to proper operating conditions as outlined in 4.10.1? If so, can you provide the number of sprinkler heads for each location? |
| Answer | The County maintains standard functionality of the sprinkler heads and associated system. Under this solicitation and associated Agreement the Vendor providing services where sprinkler heads are present must ensure that grass is removed from around the sprinkler heads to ensure functionality and proper operations. Any damage caused by the Vendor to the sprinkler heads, piping, |

| | |
|--------|--|
| | valves, and controls will be repaired at the Vendor's expense and may be deducted from payment due. Therefore the sprinkler heads pay item has been removed from the Bid Schedule as damages will be assessed as they occur. The Bid Schedule has been revised and is made part of this addendum. |
| 3. | If fertilization is to be performed 4 times per year as outlined in section 4.9, why is the estimated annual quantity set at 13 (every 4th visit) in regards to the Excel spreadsheet and not 4 as it is outlined in the scope? The same question regarding the trimming of trees. If the county doesn't anticipate trimming more often than two times per year as outlined in 4.11.5, why is the estimated quantity set at 26 (every other visit) and not 2? The same question regarding mulch. The scope states mulch shall be applied twice annually as outlined in 4.7.3, why is the estimated quantity set at 13 (every 4th visit)? |
| Answer | Quantities are for evaluation purposes only, actual frequencies will be established following contract award as determined by the County. To provide clarity and better reflect the annual frequency expected, the Bid Schedule has been revised and is made part of this addendum. |

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

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

Ashley Jones
 Ashley Jones
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 Lee County Procurement Management



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 2115 Second Floor, 1st Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: June 22, 2020

Solicitation No.: B200149AEJ

Solicitation Name: Landscape Maintenance and Mowing for Lee Tran

Subject: Addendum Number 4

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

1. MODIFICATION:

Section 4.9 Fertilization, of the Specifications has been modified as follows:

4.9. FERTILIZATION

4.9.1. Shrubs, trees, vines, hedges and ground cover shall be fertilized with a complete fertilizer from two to four times per year depending on type of fertilizer and time of year (slow release, pre-emergent or post-emergent, etc.).

4.91. Palms shall be fertilized with a complete palm fertilizer two to four times per year as needed, depending on type of fertilizer and time of year (slow release, etc.).

4.92. The Vendor shall maintain proper grass growth through fertilizers, weed inhibitors and, if needed, reseeding.

4.93. ~~Turf shall receive a minimum of four lbs. of nitrogen per 1,000 sq. ft. distributed evenly between four applications per year, normally in February, May, July and September. No more than four (4) lbs. of nitrogen per 1000 sq. ft. shall be applied to any turf and/or landscape area in any calendar year. No fertilizers containing nitrogen and/or phosphorus shall be applied to turf and/or Landscape Plants during the rainy season (June 1 through September 30 of each calendar year).~~

4.94. All fertilization and landscape management practices shall be in accordance with Lee County Ordinance 08-08 (<https://www.leegov.com/boccc/Ordinances/08-08.pdf>).

2. QUESTIONS/ANSWERS

| | |
|--------|---|
| 1. | I noticed that after Addendum 3 was issued, the current contract, Contract No. RFP180331KLC, was renewed until October 2021, is that correct? When is the expected start date for this project? |
| Answer | RFP180331KLC is Landscaping for Lee Tran HQ building only, and B200149AEJ is for four different Lee Tran facilities, Rosa Parks, Cape Coral, Edison Mall, and Beach Park & Ride. The start date will be upon execution. |

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

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


Ashley Jones _____

Ashley Jones

Procurement Analyst Direct Line: 239-533-8858

Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE_[GD3]**

|  | | PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM ADDENDUM 3 | | | |
|---|--|--|---------------------------|------------|--------------------|
| COMPANY NAME: P & T Lawn and Tractor Service, Inc. | | | | | |
| SOLICITATION: B200149AEJ Landscape Maintenance and Mowing for Lee Tran | | | | | |
| Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications. | | | | | |
| Landscape Maintenance and Mowing for LeeTran - 4 LeeTran Locations | | | | | |
| Location A - Rosa Parks | | | | | |
| Item | Description | Unit of Measure | Estimated Annual Quantity | Unit Price | Extended Amount |
| 1 | Mowing | Each | 52,000 | \$ 12.50 | \$ 650.00 |
| 2 | Edging | Each | 52,000 | \$ 12.50 | \$ 650.00 |
| 3 | Line Trimming | Each | 52,000 | \$ 12.50 | \$ 650.00 |
| 4 | Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping | Each | 52,000 | \$ 19.00 | \$ 988.00 |
| 5 | Weeding/Weed Control and Bed Maintenance | Each | 24,000 | \$ 19.00 | \$ 456.00 |
| 6 | Mulch and labor to put down | Each | 4,000 | \$ 370.00 | \$ 1,480.00 |
| 7 | Disease and Insect Control (including Ant Control) | Each | 52,000 | \$ 65.00 | \$ 3,380.00 |
| 8 | Fertilization | Each | 4,000 | \$ 378.00 | \$ 1,512.00 |
| 10 | Trimming of Trees | Each | 2,000 | \$ 300.00 | \$ 600.00 |
| 11 | Pruning | Each | 52,000 | \$ 36.00 | \$ 1,872.00 |
| SUBTOTAL: LOCATION A - ROSA PARKS | | | | | \$12,238.00 |
| Location B - Cape Coral Transfer Center | | | | | |
| Item | Description | Unit of Measure | Estimated Annual Quantity | Unit Price | Extended Amount |
| 1 | Mowing | Each | 52,000 | | \$ - |
| 2 | Edging | Each | 52,000 | | \$ - |
| 3 | Line Trimming | Each | 52,000 | | \$ - |
| 4 | Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping | Each | 52,000 | \$ 19.00 | \$ 988.00 |
| 5 | Weeding/Weed Control and Bed Maintenance | Each | 24,000 | \$ 19.00 | \$ 456.00 |
| 6 | Mulch and labor to put down | Each | 4,000 | \$ 500.00 | \$ 2,000.00 |
| 7 | Disease and Insect Control (including Ant Control) | Each | 52,000 | \$ 15.00 | \$ 780.00 |
| 8 | Fertilization | Each | 4,000 | \$ 387.00 | \$ 1,548.00 |
| 10 | Trimming of Trees | Each | 2,000 | \$ 600.00 | \$ 1,200.00 |
| 11 | Pruning | Each | 52,000 | \$ 15.00 | \$ 780.00 |
| SUBTOTAL: LOCATION B - CAPE CORAL TRANSFER STATION | | | | | \$ 7,752.00 |
| Location C - Edison Mall Station | | | | | |
| Item | Description | Unit of Measure | Estimated Annual Quantity | Unit Price | Extended Amount |
| 1 | Mowing | Each | 52,000 | \$ 12.50 | \$ 650.00 |
| 2 | Edging | Each | 52,000 | \$ 12.50 | \$ 650.00 |
| 3 | Line Trimming | Each | 52,000 | \$ 12.50 | \$ 650.00 |
| 4 | Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping | Each | 52,000 | \$ 12.50 | \$ 650.00 |
| 5 | Weeding/Weed Control and Bed Maintenance | Each | 24,000 | \$ 12.50 | \$ 300.00 |
| 6 | Mulch and labor to put down | Each | 4,000 | \$ 139.00 | \$ 556.00 |
| 7 | Disease and Insect Control (including Ant Control) | Each | 52,000 | \$ 15.00 | \$ 780.00 |
| 8 | Fertilization | Each | 4,000 | \$ 124.00 | \$ 496.00 |
| 10 | Trimming of Trees | Each | 2,000 | \$ 320.00 | \$ 640.00 |
| 11 | Pruning | Each | 52,000 | \$ 15.00 | \$ 780.00 |
| SUBTOTAL: LOCATION C - EDISON MALL STATION | | | | | \$ 6,152.00 |

Page 1

| Location D - Beach Park & Ride | | | | | |
|---|--|-----------------|---------------------------|------------|--------------------|
| Item | Description | Unit of Measure | Estimated Annual Quantity | Unit Price | Extended Amount |
| 1 | Mowing | Each | 52,000 | \$ 112.50 | \$ 5,850.00 |
| 2 | Edging | Each | 52,000 | \$ 37.50 | \$ 1,950.00 |
| 3 | Line Trimming | Each | 52,000 | \$ 19.00 | \$ 988.00 |
| 4 | Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping | Each | 52,000 | \$ 37.50 | \$ 1,950.00 |
| 5 | Weeding/Weed Control and Bed Maintenance | Each | 24,000 | \$ 25.00 | \$ 600.00 |
| 6 | Mulch and labor to put down | Each | 4,000 | \$ 230.00 | \$ 920.00 |
| 7 | Disease and Insect Control (including Ant Control) | Each | 52,000 | \$ 15.00 | \$ 780.00 |
| 8 | Fertilization | Each | 4,000 | \$ 363.00 | \$ 1,452.00 |
| 10 | Trimming of Trees | Each | 2,000 | \$ 900.00 | \$ 1,800.00 |
| 11 | Pruning | Each | 52,000 | \$ 22.00 | \$ 1,144.00 |
| SUBTOTAL: LOCATION D - BEACH PARK & RIDE | | | | | \$17,434.00 |

BID SUMMARY

| | |
|----------------------|--------------------|
| PROJECT TOTAL | \$43,576.00 |
|----------------------|--------------------|

**Quantities are not guaranteed. Final payment will be based on actual quantities.

**LEETRAN LANDSCAPE MAINTENANCE AND MOWING - 4 LOCATIONS
OPTIONAL ITEMS**

OPTIONAL PRICING

| Item | Description | Unit Price |
|------|--|-------------|
| 1 | Labor rate per hour for miscellaneous landscape tasks per person | \$75.00 |
| 2 | Labor rate per eight (8) hour day for miscellaneous landscape tasks per person | \$600.00 |
| 3 | Labor rate per hour for weekend installation per person | \$75.00 |
| 4 | Holiday labor rate per hour per person | \$75.00 |
| 5 | Overtime labor rate per hour per person | \$75.00 |
| 6 | Replacement of plants, trees and shrubs: | |
| | Plants | 25% Mark Up |
| | Shrubs | 25% Mark Up |
| | Trees | 25% Mark Up |

Line items that appear blank in the Fee Schedule indicate that those services are included at no additional charge when services are conducted at location B-Cape Coral Transfer Center.

[The remainder of this page intentionally left blank.]

EXHIBIT D

INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

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

\$1,000,000 per occurrence
\$2,000,000 general aggregate
\$1,000,000 products and completed operations
\$1,000,000 personal and advertising injury

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

\$1,000,000 combined single limit (CSL); or
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

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

Verification of Coverage:

a. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- The certificate holder shall read as follows:

Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902

b. "*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, including Products and Completed Operations coverage.

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.

Key Personnel

P & T Lawn and Tractor's Service, Inc.'s Key Personnel include the following:

- Teena Zielinski, President, TeenaZ@PandTLandscaping.com,
239-707-4610
- Pete Zielinski, Vice President, PeteZ@PandTLandscaping.com,
239-707-4611
- Robert Zielinski, Executive Supervisor, RobertZ@PandTLandscaping.com,
239-229-1567
- Jessica Zielinski, Accounts Executive, JessicaZ@PandTLandscaping.com
239-694-4848
- Mike Murphy, Project Manager, MichaelM@PandTLandscaping.com,
239-694-4848
- Ivan Cruz, Supervisor, IvanC@PandTLandscaping.com,
239-878-7774





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|---|
| PRODUCER Chapman Insurance Group, LLC 2455 Tamiami Trail Port Charlotte FL 33952 | CONTACT NAME: Mary Kay McKeand PHONE (A/C, No, Ext): 941-979-8426 FAX (A/C, No): 888-559-6583 E-MAIL ADDRESS: commercial@cigflorida.com | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED P&T LAWN & TRACTOR SERVICE, INC AND P&T PEST MANAGEMENT 15980 OLD OLGA ROAD ALVA FL 33920 | P&T LAWN-01 | INSURER A: Southern-Owners INSURER B: Owners INSURER C: INSURER D: INSURER E: INSURER F: |
| | | NAIC # 10190 32700 |
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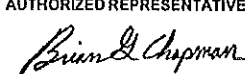
COVERAGES **CERTIFICATE NUMBER:** 25352468 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | 20503122 | 10/5/2020 | 10/5/2021 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$ |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | 5050312201 | 10/5/2020 | 10/5/2021 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | 5050312200 | 10/5/2020 | 10/5/2021 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | INLAND MARINE | | 20503122 | 10/5/2020 | 10/5/2021 | RENTED EQUIPMENT 100,000 SCHEDULED EQUIP. 237,911 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
AUTOMATIC ADDITIONAL INSURED STATUS AND AUTOMATIC WAIVER OF SUBROGATION APPLIES TO CERTIFICATE HOLDER WITH REGARD TO GENERAL LIABILITY AND AUTO. CERTIFICATE HOLDER IS ADDITIONAL INSURED ON A PRIMARY AND NONCONTRIBUTORY BASIS WITH REGARDS TO GENERAL LIABILITY AND AUTO.
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be included as an "Additional Insured" on the General Liability policies"30 day notice prior to cancellation or modification to be mailed to the Lee County BoCC Risk Manager, PO Box 398, Fort Myers, FL 33902."

CERTIFICATE HOLDER **CANCELLATION**

| | |
|---|---|
| LEE COUNTY BOARD OF COUNTY COMMISSIONERS PO BOX 398 FORT MYERS FL 33902 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

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CERTIFICATE OF LIABILITY INSURANCE

Date
10/12/2020

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

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: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

| Insurers Affording Coverage | | NAIC # |
|-----------------------------|------------------------|--------|
| Insurer A: | Lion Insurance Company | 11075 |
| Insurer B: | | |
| 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 LTR | ADDL INSRD | Type of Insurance | Policy Number | Policy Effective Date (MM/DD/YY) | Policy Expiration Date (MM/DD/YY) | Limits | | | | | | | | | | | | | | | | |
|-------------------------------------|---------------------|---|---|----------------------------------|-----------------------------------|---|-------------------------------------|---------------------|--------------------------|--------|--------------------|--|-------------|--|----------------------------|--|-------------|--|------------------------------|--|-------------|--|
| | | GENERAL LIABILITY <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC | | | | Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$ | | | | | | | | | | | | | | | | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos | | | | Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$ | | | | | | | | | | | | | | | | |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible | | | | Each Occurrence Aggregate | | | | | | | | | | | | | | | | |
| A | | Workers Compensation and Employers' Liability Any proprietor/partner/executive officer/member excluded? NO If Yes, describe under special provisions below. | WC 71949 | 01/01/2020 | 01/01/2021 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">WC Statutory Limits</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTH-ER</td> </tr> <tr> <td colspan="2">E.L. Each Accident</td> <td colspan="2" style="text-align: right;">\$1,000,000</td> </tr> <tr> <td colspan="2">E.L. Disease - Ea Employee</td> <td colspan="2" style="text-align: right;">\$1,000,000</td> </tr> <tr> <td colspan="2">E.L. Disease - Policy Limits</td> <td colspan="2" style="text-align: right;">\$1,000,000</td> </tr> </table> | <input checked="" type="checkbox"/> | WC Statutory Limits | <input type="checkbox"/> | OTH-ER | E.L. Each Accident | | \$1,000,000 | | E.L. Disease - Ea Employee | | \$1,000,000 | | E.L. Disease - Policy Limits | | \$1,000,000 | |
| <input checked="" type="checkbox"/> | WC Statutory Limits | <input type="checkbox"/> | OTH-ER | | | | | | | | | | | | | | | | | | | |
| E.L. Each Accident | | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E.L. Disease - Ea Employee | | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| E.L. Disease - Policy Limits | | \$1,000,000 | | | | | | | | | | | | | | | | | | | | |
| Other | | | Lion Insurance Company is A.M. Best Company rated A (Excellent). AMB # 12616 | | | | | | | | | | | | | | | | | | | |

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 90-67-744
 Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":
P&T Lawn & Tractor Service, Inc
 Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.
 Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.
 A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or email certificates@lioninsurancecompany.com
Project Name:
 ISSUE 07-01-19 (SS). REISSUE 06-18-20 (KLT). REISSUE 09-30-20 (BP) REISSUE 10-12-20 (AR)

Begin Date: 6/12/2019

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| LEE COUNTY BOARD OF COUNTY COMMISSIONERS P.O. BOX 398 FORT MYERS, FL 33902 | Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 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. |



EXHIBIT E

VENDOR BACKGROUND SCREENING AFFIDAVIT



VENDOR BACKGROUND SCREENING AFFIDAVIT

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 10-10-2020

Teena Zietinski / President
Signature
Name/Title

STATE OF FL
COUNTY OF Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of [X] physical presence or [] online notarization, this 10 day of October 2020, by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: personally known to me

[Stamp/seal required]

Signature, Notary Public

