



B250273CMJ Addendum 1

Landscape Maintenance and Mowing for Lee County Public Safety

Issue Date: 7/1/2025

Questions Deadline: 7/29/2025 05:00 PM (ET)

Response Deadline: 8/6/2025 02:30 PM (ET)

Contact Information

Contact: Chris Jagodzinski

Address: Lee County Procurement Management
Administration

1st Floor

Procurement Management Department

2115 Second Street, 1st Floor

Fort Myers, FL 33901

Phone: (239) 533-8812

Email: cjagodzinski@leegov.com

Event Information

Number: B250273CMJ Addendum 1
Title: Landscape Maintenance and Mowing for Lee County Public Safety
Type: Invitation to Bid
Issue Date: 7/1/2025
Question Deadline: 7/29/2025 05:00 PM (ET)
Response Deadline: 8/6/2025 02:30 PM (ET)
Notes: Notice to Bidder
Invitation to Bid (B)
Lee County, Florida, is requesting bids from qualified individuals/firms for the attached solicitation.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their sealed bids, pertinent to this project prior to the date and time specified to the office of the Procurement Management Director, either electronically via Ion Wave *or* hand-delivered to 2115 Second Street, 1st Floor, Fort Myers, FL 33901.

Hand-delivered Bids shall be received in a sealed envelope, prior to the time scheduled to receive Bids, and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents. Download the Bid Invitation and complete all Attributes, Bid Lines if applicable, and Supplier Information. Ensure all requested attachments are included as specified and the Bid Invitation is signed and dated.

The sealed Bids submitted are to be publicly opened at the Lee County Procurement Management Division office located at 2115 Second Street, 1st Floor, Fort Myers, Florida 33901, and read aloud for the purpose of selecting a vendor to furnish; all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

The Scope of Work/Specifications for this solicitation is available from <https://leegov.ionwave.net>. Bidders who obtain Scope of Work/Specifications from sources other than <https://leegov.ionwave.net> are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from <https://leegov.ionwave.net>. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

Submissions containing corrupted, unreadable, or otherwise inaccessible documents may be considered non-responsive and may be disqualified from further evaluation.

Questions regarding this solicitation are to be submitted electronically at <https://leegov.ionwave.net> under the questions tab for this solicitation.

Sincerely,
Adam Brooke/Robin Dennard

Procurement Manager

*<https://leegov.ionwave.net> is the County's official posting site.

CAUTION: Bidders should take caution that the County is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing time.

Billing Information

Address: Lee County Clerk of Court
Post Office Box 2238
Fort Myers, FL 33902-2238

Bid Activities

Pre-Bid Meeting

7/10/2025 10:00:00 AM (ET)

Non-Mandatory: Pre-solicitation conferences are generally non-mandatory, but it is highly recommended that prospective bidders/proposers participate.

DATE & TIME: Thursday, July 10, 2025 Starting at 10am

Location: Lee County Public Safety Center, 2665/2675 Ortiz Avenue, Fort Myers, Florida 33905

All other service locations are accessible either by visiting or driving by. It is recommended that bidders visit all locations prior to submitting a bid.

PRE-SOLICITATION MEETING

A pre-solicitation meeting will be held in the location, date, and time specified. All questions and answers are considered informal. All questions must be submitted formally in writing to the procurement staff noted on the solicitation document. A formal response will be provided in the form of an addendum posted on this website. All prospective bidders/proposers are encouraged to obtain and review the solicitation documents prior to the pre-solicitation meeting so they may be prepared to discuss any questions or concerns they have regarding this project. It is the bidder/proposer's responsibility to check for posted information. No notifications will be sent. (see "County Interpretation/Addendum within the Terms and Conditions" for additional information.) A site visit may follow the pre-solicitation meeting, if applicable.

Bid Attachments

Formal Standard Bid Terms and Conditions 06-12-24.pdf

[View Online](#)

Formal Standard Bid Terms and Conditions.pdf

B250273CMJ - Landscape Maintenance for Public Safety - INSURANCE REQUIREMENT GUIDE.pdf

[View Online](#)

B250273CMJ - Landscape Maintenance for Public Safety - INSURANCE REQUIREMENT GUIDE

B250273CMJ - Landscape Maintenance for Public Safety - SPECIAL CONDITIONS.pdf

[View Online](#)

B250273CMJ - Landscape Maintenance for Public Safety - SPECIAL CONDITIONS

B250273CMJ - Landscape Maintenance for Public Safety - SCOPE OF WORK AND SPECIFICATIONS.pdf

[View Online](#)

B250273CMJ - Landscape Maintenance for Public Safety - SCOPE OF WORK AND SPECIFICATIONS

B250273CMJ - Addendum No. 1 - FINAL.pdf

[View Online](#)

B250273CMJCMJ - Landscaping Maintenance and Mowing for Lee County Public Safety Addendum No. 1

Sunbiz_Sample.pdf

[View Online](#)

Sunbiz_Sample.pdf

Affidavit Certification of Immigration Laws.pdf

[View Online](#)

Affidavit Certification of Immigration Laws.pdf

Negligence Breach and or Non-Compliance Disclosure Form.pdf

[View Online](#)

Negligence Breach and or Non-Compliance Disclosure Form.pdf

Sub-Contractor Consultant List.pdf

[View Online](#)

Sub-Contractor Consultant List

Public Entity Crime Form.pdf

[View Online](#)

Public Entity Crime Form.pdf

Affidavit of Compliance with Florida Statutes.pdf

[View Online](#)

Affidavit of Compliance with Florida Statutes.pdf

Lee County Vendor Background.pdf

[View Online](#)

Lee County Vendor Background Screening Affidavit

B250273CMJ - Sealed Bid Label FINAL.pdf

[View Online](#)

B250273CMJ - Sealed Bid Label

Requested Attachments

Sunbiz Registration

(Attachment required)

Please submit a copy of your registration **from the website** www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations (a sample is attached for your reference)*.

Affidavit Certification of Immigration Laws

(Attachment required)

Submission of this form constitutes acknowledgement that the Bidder is in compliance in regard to all applicable immigration laws.

Negligence Breach and or Non-Compliance Disclosure Form

(Attachment required)

The form may be used to disclose negligence or breach of contract litigation that your company may have been a part of over the past ten (10) years. You may need to duplicate this form to list all history. If the Bidder has more than ten (10) lawsuits, you may narrow them to litigation of the company or subsidiary submitting the Solicitation Response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and whether a monetary amount was awarded. The settlement amount may remain anonymous.

If you have no litigation, enter "None" in the first "type of incident" block of the form. Please do not write N/A on this form.

Sub-Contractor Consultant List

(Attachment required)

If Sub-Contractors/Consultants be utilized on this project?, please complete and attach the "Sub-Contractor List" form. If sub-contractors will be utilized, but are unknown at the time of submission, attach the form stating "unknown at this time."

(Attachment required)

Affidavit of Compliance with Florida Statutes

(Attachment required)

Lee County Vendor Background Screening Affidavit

(Attachment required)

Minimum Qualifications for Criteria No. 1

(Attachment required)

Minimum Qualifications for Criteria No. 2

(Attachment required)

Minimum Qualifications for Criteria No. 3

(Attachment required)

Minimum Qualifications for Criteria No. 4

(Attachment required)

Bid Attributes

1	Company Name
	Provide full company name as listed on Sunbiz.

2 Primary Point of Contact Name

Provide primary point of contact name and title for submitted information.

(Required: Maximum 1000 characters allowed)

3 Primary Point of Contact Email

Please provide an email address for the primary point of contact.

(Required: Email address)

4 Primary Point of Contact Telephone

Please provide a telephone number for the primary point of contact.

(____) ____ - ____ ext: _____

(Required)

5 Physical Business Address

Please provide the physical address for the company.

(Required: Maximum 1000 characters allowed)

6 Location Principal Place of Business

Principal place of business is located within the boundaries of:

☐ Lee County, FL ☐ Non-Local

(Required: Check only one)

7 Longevity

Number of years at principal place of business:

(Required: Numbers only)

8 Number of Employees

State of Florida requires E-Verify registration for employers with 25 or more employees.

(Required: Numbers only)

9 E-Verify Registration

If the number of employees is 25 or more, are you registered in the E-Verify system?

☐ Yes ☐ No

(Optional: Check only one)

1
0**Local Business Tax License #**

If applicable, provide Lee County business tax license number with expiration date. Attach a copy of the current license with your solicitation package.

(Optional: Maximum 1000 characters allowed)

1
1**Addendum Acknowledgement**

NOTE REQUIREMENT: : IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE BUT WILL NOT NOTIFY.

By submitting this bid/proposal package, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and addenda. Please acknowledge the number of addendum(s) reviewed.

(Required: Numbers only)

1
2**Tax Payer Identification Number**

(1) Employer Identification Number -or- (2) Social Security Number:

** Lee County collects your social security number for tax reporting purposes only

(Required: Maximum 20 characters allowed)

1
3**Collusion Statement**

Lee County, Florida, the undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

☐ Accept ☐ Reject

(Required: Check only one)

1
4**Scrutinized Companies Certification**

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

☐ Certify ☐ Reject

(Required: Check only one)

1
5**Business Relationship Disclosure**

Business Relationship Disclosure Requirement: Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable, request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12)(b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ Business Relationship Applicable (request form) ☐ Business Relationship NOT Applicable

(Required: Check only one)

1
6**Disadvantaged Business Enterprise**

Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) Proposer? If yes, please attach a current certificate.

☐ Yes (Current certificate is attached) ☐ No

(Required: Check only one)

1
7**Acknowledge Completion Requirements and Pricing**

I acknowledge and understand that any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures on any forms may result in the submission being declared non-responsive by the County. Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price. The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award. Bidders may not adjust or modify County-authored data as provided within the Bid Schedule. Bids received with modified data may deem the Bidder as non-responsive and ineligible for award.

☐ I agree.

(Required: Check if applicable)

1
8**Vendor Acknowledgement and Acceptance of Terms and Conditions**

The Terms and Conditions have been reviewed and are being accepted by the submission of this bid.

☐ Acknowledge and Accept

(Required: Check if applicable)

1
9**Vendor Acknowledgement and Acceptance of Insurance Requirements**

The Lee County Insurance Requirements have been reviewed and are being accepted by the submission of this bid.

☐ Acknowledge and Accept

(Required: Check if applicable)

2
0**Vendor Acknowledgement and Acceptance of Special Conditions**

The Special Conditions have been reviewed and are being accepted by the submission of this bid.

☐ Acknowledge and Accept

(Required: Check if applicable)

2 1	Vendor Acknowledgement and Acceptance of Scope and Specifications The Scope of Work and Specifications have been reviewed and are being accepted by the submission of this bid. <input type="checkbox"/> Acknowledge and Accept <i>(Required: Check if applicable)</i>
2 2	CRITERIA 1 – LICENSURE / CERTIFICATION - Does your company possess a VALID Commercial Public Pesticide License with Right of Way Certification through the Florida Department of Agriculture and Consumer Services? If YES, provide details as requested below: Please provide a copy of the above-mentioned licensure / certification. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
2 3	CRITERIA 2 – LICENSURE / CERTIFICATION - Does your company possess a VALID Florida Green Industries Best Management Practices Certification (GI-BMP) through the Florida Department of Environmental Protection? If YES, provide details as requested below: Please provide a copy of the above-mentioned licensure / certification. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
2 4	CRITERIA 3 – LICENSURE / CERTIFICATION - Does your company possess a VALID Limited Urban Commercial Fertilizer Applicator Certification through the Florida Department of Agriculture and Consumer Services? If YES, provide details as requested below: Please provide a copy of the above-mentioned licensure / certification. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>
2 5	CRITERIA 4 – LICENSURE / CERTIFICATION - Does your company or Sub-Contractor possess a VALID Certified Arborist Certification through the International Society of Arboriculture? If YES, provide details as requested below: Please provide a copy of the above-mentioned licensure / certification. <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(Required: Check only one)</i>

Bid Lines

1	Package Header		
	Lee County Public Safety Center		
	Quantity: <u> 1 </u> UOM: <u> EA </u>	Total:	<input style="width: 150px;" type="text" value="\$"/>
	Package Items		
	1.1 Mowing <i>(Response required)</i>		
	Quantity: <u> 52 </u> UOM: <u> EA </u>	Price:	<input style="width: 100px;" type="text" value="\$"/>
		Total:	<input style="width: 100px;" type="text" value="\$"/>

1.2 Edging*(Response required)*Quantity: 52 UOM: EA Price: \$ Total: \$**1.3 Line Trimming***(Response required)*Quantity: 52 UOM: EA Price: \$ Total: \$**1.4 Mulch Service***(Response required)*Quantity: 2 UOM: EA Price: \$ Total: \$**1.5 Pest Control***(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$**1.6 Fertilization***(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$**1.7 Tree Trimming***(Response required)*Quantity: 2 UOM: EA Price: \$ Total: \$**1.8 Pruning***(Response required)*Quantity: 2 UOM: EA Price: \$ Total: \$**1.9 Herbicide Treatment***(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$**2 Package Header**

Lee Flight

Quantity: 1 UOM: EA Total: \$**Package Items****2.1 Mowing***(Response required)*Quantity: 26 UOM: EA Price: \$ Total: \$**2.2 Edging***(Response required)*Quantity: 26 UOM: EA Price: \$ Total: \$**2.3 Line Trimming***(Response required)*Quantity: 26 UOM: EA Price: \$ Total: \$

2.4 Pest Control*(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$**2.5 Fertilization***(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$**2.6 Tree Trimming***(Response required)*Quantity: 2 UOM: EA Price: \$ Total: \$**2.7 Pruning***(Response required)*Quantity: 2 UOM: EA Price: \$ Total: \$**2.8 Herbicide Treatment***(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$**3 Package Header**

EMS Station No. 11

Quantity: 1 UOM: EA Total: \$**Package Items****3.1 Mowing***(Response required)*Quantity: 26 UOM: EA Price: \$ Total: \$**3.2 Edging***(Response required)*Quantity: 26 UOM: EA Price: \$ Total: \$**3.3 Line Trimming***(Response required)*Quantity: 26 UOM: EA Price: \$ Total: \$**3.4 Pest Control***(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$**4 Package Header**

EMS Station No. 12

Quantity: 1 UOM: EA Total: \$

Package Items

4.1 Mowing

(Response required)

Quantity: 26 UOM: EA Price: \$ Total: \$

4.2 Edging

(Response required)

Quantity: 26 UOM: EA Price: \$ Total: \$

4.3 Line Trimming

(Response required)

Quantity: 26 UOM: EA Price: \$ Total: \$

4.4 Pest Control

(Response required)

Quantity: 4 UOM: EA Price: \$ Total: \$

4.5 Tree Trimming

(Response required)

Quantity: 2 UOM: EA Price: \$ Total: \$

5 Package Header

EMS Station No. 17

Quantity: 1 UOM: EA Total: \$

Package Items

5.1 Mowing

(Response required)

Quantity: 26 UOM: EA Price: \$ Total: \$

5.2 Edging

(Response required)

Quantity: 26 UOM: EA Price: \$ Total: \$

5.3 Line Trimming

(Response required)

Quantity: 26 UOM: EA Price: \$ Total: \$

5.4 Pest Control

(Response required)

Quantity: 4 UOM: EA Price: \$ Total: \$

6 Package Header

EMS Station No. 31

Quantity: 1 UOM: EA Total: \$

Package Items

6.1 Mowing

(Response required)

Quantity: 26 UOM: EA Price: Total:

6.2 Edging

(Response required)

Quantity: 26 UOM: EA Price: Total:

6.3 Line Trimming

(Response required)

Quantity: 26 UOM: EA Price: Total:

6.4 Pest Control

(Response required)

Quantity: 4 UOM: EA Price: Total:

7 Package Header

EMS Station No. 35

Quantity: 1 UOM: EA Total:

Package Items

7.1 Mowing

(Response required)

Quantity: 26 UOM: EA Price: Total:

7.2 Edging

(Response required)

Quantity: 26 UOM: EA Price: Total:

7.3 Line Trimming

(Response required)

Quantity: 26 UOM: EA Price: Total:

7.4 Pest Control

(Response required)

Quantity: 4 UOM: EA Price: Total:

8 Package Header

Elevation Warehouse

Quantity: 1 UOM: EA Total:

Package Items

8.1 Mowing

(Response required)

Quantity: 26 UOM: EA Price: Total:

8.2 Edging*(Response required)*Quantity: 26 UOM: EA Price: \$ Total: \$**8.3 Line Trimming***(Response required)*Quantity: 26 UOM: EA Price: \$ Total: \$**8.4 Pest Control***(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$**9 Package Header**

FGCU Tower

Quantity: 1 UOM: EA Total: \$**Package Items****9.1 Herbicide Treatment***(Response required)*Quantity: 4 UOM: EA Price: \$ Total: \$

Supplier Information

Company Name:

Contact Name:

Address:

Phone:

Fax:

Email:

Supplier Notes

By submitting responses to Lee County Procurement Management, each vendor hereby agrees to the terms and conditions stated herein. Vendor hereby agrees to conducting transactions with Lee County Procurement Management by electronic means. The vendor and Lee County agree that electronic signatures of the vendor included in documents to Lee County Procurement Management are intended to authenticate the writing. The vendors' electronic signature shall have the same force and effect as manual signatures. Electronic Signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a party with the intent to sign such record, including facsimile or email electronic signatures pursuant to the Electronic Signature Act of 1996 (Fla. Stat. § 668.001 et seq.) and the Uniform Electronic Transaction Act (Fla. Stat. § 668.50) as amended from time to time.

Print Name

Signature

Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Florida State Law as applied to County Purchasing
 - 2.1.2. Lee County Procurement Management Ordinance 22-06 & 23-21
 - 2.1.3. Change Order
 - 2.1.4. Agreement
 - 2.1.5. Addenda
 - 2.1.6. Special Conditions
 - 2.1.7. Detailed Scope of Work/Specifications
 - 2.1.8. Supplemental Information, if any
 - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Ordinance 22-06 & 23-21
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.
 - 3.1.3. FL § 215 regarding scrutinized companies and business operations.
 - 3.1.4. FL § 218 Public Bid Disclosure Act.

- 3.1.5. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.6. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
 - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide one (1) electronic flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Do not lock files.
- 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable, please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder’s sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder’s request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to

take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted, or investigation and evaluation indicates an inability for the bidder to perform.

6.1.1. Additional sources may be utilized to determine credit worthiness and ability to perform.

6.1.2. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.

6.1.3. Bidders are responsible for ensuring that any required background screening are conducted in accordance with Chapter 435. Bidders shall be aware, understand, and ensure compliance with the statutory requirements regarding background checks. FL Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Bidder 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. Such requirements shall flow down to sub-contractors/consultants of the prime Bidder and prime Bidder shall ensure compliance with Chapter 435 of such parties.

6.1.3.1. 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.

6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.

6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder 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 satisfactorily and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

6.4. **Prohibition Against Considering Social, Political Or Ideological Interests in Government Contracting – F.S. 287.05701:** Bidders are hereby notified of the provisions of section 287.05701, Florida Statutes, as amended, that the County will not request documentation of or consider a Bidder's social, political, or ideological interests when determining if the Bidder is a responsible Bidder. Bidders are further notified that the County's governing body may not give preference to a Bidder based on the Bidder's social, political, or ideological interests.

7. PRE-BID CONFERENCE

7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.

7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.

7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

8.1. Each Bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the solicitation shall be **submitted in writing prior to 5:00 PM at least eight (8) calendar days prior to the date when the submission is due.**

- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and of the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, shipping, parts, and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the County.
- 9.4. If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, 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. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer, and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.
- 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed “Confidential” the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, “Public Records,” exemptions.
- 13.3. Lee County ***will not reveal engineering estimates or budget amounts for a project*** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder’s firm or any of its branches.
- 14.2. A Vendor that assisted in preparing and/or writing a scope of work and/or specifications may not submit a bid or proposal for County consideration on that project.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer maybe declared non-responsible.**

16. ANTITRUST VIOLATION

- 16.1. A person or an affiliate who has been placed on the antitrust violator vendor list, available at [Antitrust Violator Vendor List / Vendor Registration and Vendor Lists / State Agency Resources / State Purchasing / Business Operations / Florida Department of Management Services - DMS \(myflorida.com\)](#), following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to Lee County; may not submit a bid, proposal, or reply for a new contract with Lee County for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to Lee County; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with Lee County; and may not transact new business with Lee County.

17. DRUG FREE WORKPLACE

- 17.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs.

18. FLORIDA CERTIFIED ENTERPRISES

- 18.1. The County encourages the use of Florida Certified Enterprises such as such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms.
- 18.2. Bidder/Proposer is requested to indicate whether the Firm and/or any proposed sub-consultants are a Florida Certified Enterprise. Lee County encourages the utilization and participation of DBE, MBE, WBE, VBE or similar in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested Florida Certified Enterprises such as Disadvantaged, Minority, Women, Veterans Business Enterprise (DBE, MBE, WBE, VBE) firms and similar are encouraged to submit.

19. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 19.1. The bidder agrees to comply, in accordance with 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 19.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 19.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 19.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

20. SUB-CONTRACTOR

- 20.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

21. BID - PROJECT GUIDELINES (as applicable)

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 21.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 21.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 21.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.
 - 21.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
 - 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

22. BID – TIEBREAKER

- 22.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders, the following steps shall be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 22.1.1. Step 1 - Local Bidder: Between a local Bidder, and a non-local Bidder, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local Bidder. **If local preference is prohibited by the funding source, then step 2 will replace step 1.**
 - 22.1.2. Step 2 - Drug Free Workplace: At the conclusion of step 1, if all is equal, the Bidder with a Drug Free Workplace program shall be given preference over a Bidder with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program.
 - 22.1.3. Step 3 - Coin Flip: At the conclusion of Step 1 and Step 2, if all is equal, the contract award, or the first opportunity to negotiate, as applicable, the final outcome shall be determined by the flip of a coin.

- 22.2. When the tie has been broken pursuant to the above procedures, the contract award, or the first opportunity to negotiate, as applicable, shall be furnished to the prevailing Bidder.
- 22.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder, if necessary.

23. WITHDRAWAL OF BID

- 23.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 23.3.1. The bidder acted in good faith in submitting the bid,
 - 23.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

24. PROTEST RIGHTS

- 24.1. Any Bidder that has submitted a formal Response to Lee County, and who is adversely affected by an intended decision with respect to the Award, has the right to protest an intended decision posted by the County as part of the Solicitation process.
- 24.2. Notice of Intended Decision is posted on the Lee County Department of Procurement Management website (www.leegov.com/procurement). Bidders are solely responsible to check for information regarding the Solicitation.
- 24.3. Refer to the "Procurement Protest" section of the Lee County Procurement Ordinance 22-06 & 23-21 for a complete description of the protest process and associated requirements. The ordinance is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.
- 24.4. In order to preserve the right to protest, a written **"Notice of Intent To File A Protest"** must be filed with the Lee County Procurement Management Director within seventy-two (72) hours of Posting of the Notice of Intended Decision.
 - 24.4.1. The notice shall clearly indicate all grounds being claimed for the protest.
 - 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame described above. No additional time will be granted for mailing.
- 24.5. Following receipt of the Notice of Intent to File a Protest, a **"Protest Bond"** and **"Formal Written Protest"** must be filed **within ten (10) business days** of Posting of the Notice of Intended Decision.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and in the Lee County Procurement Ordinance 22-06 & 23-21 shall constitute a waiver of the right to protest and shall bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

26. CONTRACT ADMINISTRATION

- 26.1. **Designated Contact:**
 - 26.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person and shall be knowledgeable of the terms and procedures involved.

- 26.1.2. Lee County requires the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.
- 26.2. **BID – Term:** (unless otherwise stated in the Scope of Work or Detailed Specifications)
 - 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the term of two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.**
 - 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
 - 26.2.3. The County's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.
- 26.3. **BID – Basis of Award:**
 - 26.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
 - 26.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
 - 26.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
 - 26.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.
- 26.4. **Agreement/Contracts:**
 - 26.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.
- 26.5. **Records:**
 - 26.5.1. Retention: The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
 - 26.5.2. Right to Audit/Disclosure: These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
 - 26.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 26.5.2.2. Upon request from the County's custodian of public records, 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 or as otherwise provided by law.
 - 26.5.2.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of

public records, in a format that is compatible with the information technology systems of the County.

26.5.3. **Public Record:** **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, Email at PRRCustodian@leegov.com or Visit <http://www.leegov.com/publicrecords>.**

26.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.

26.6. Termination:

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

26.6.2. **OPPORTUNITY TO CURE** In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Contractor may have a period of time in which to cure. The County is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, or otherwise affect any other remedies available against Contractor under the Agreement or by law. If the breach remains after Contractor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Contractor from receiving future solicitations or other opportunities; 6. Require Contractor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

26.6.3. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Contractor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. The Procurement Management Director shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the

replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

- 26.6.4. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Contractor for such termination.
- 26.6.5. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Procurement Ordinance 22-06 & 23-21.
- 26.6.6. Any bidder who has voluntarily withdrawn from a solicitation 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 for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.
- 26.6.7. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:
 - 26.6.7.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
 - 26.6.7.2. Contractor has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (FL §215.473);
 - 26.6.7.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
 - 26.6.7.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
 - 26.6.7.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

27. WAIVER OF CLAIMS

- 27.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 28.4. 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 bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. SAFETY DATA SHEETS (SDS) (as applicable)

- 29.1. It is the vendor's responsibility to provide Lee County with Safety Data Sheets on bid materials, as may apply to this procurement.

30. DEBRIS DISPOSAL (as applicable)

- 30.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

31. SHIPPING (as applicable)

- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 31.2. The materials and/or services delivered under the bid 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 deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

32. LOCAL VENDOR PREFERENCE

- 32.1. The Procurement Management Department will adhere to the Lee County Ordinance No. 22-06 & 23-21 and as may be amended from time to time (the County's "Local Vendor Preference"). It shall be at the discretion of the County Manager or Designee whether to apply Local Vendor Preference to any particular Solicitation.
- 32.2. The County's Local Vendor Preference, as it relates to Bidding preferences for local Vendors, is not applicable to Solicitations or Contracts when Commodities and/or Services may be provided in the event of an Emergency.
- 32.3. The County's Local Vendor Preference shall not apply in any procurement for Commodities or Services if the use of the Local Vendor Preference is prohibited by the terms of a grant or funding agreement or other prevailing law or policy.

33. INSURANCE (AS APPLICABLE)

- 33.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.
- 33.2. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best's Financial Strength Rating of "B or better."

End of Terms and Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. The Lee County Board of County Commissioners seeks a qualified vendor to provide comprehensive landscape maintenance and mowing at designated Public Safety locations. Services include mowing, edging, trimming (shrubs, trees, palms), weeding, fertilizing, irrigation, mulching, and supplying replacement plants. The vendor must furnish all labor, materials, equipment, permits (if required), and related resources to complete the work.

2. LOCATIONS

- 2.1. The VENDOR shall service the following Lee County Public Safety locations under this Agreement:

- 2.1.1. Lee County Public Safety Center, 2665/2675 Ortiz Avenue, Fort Myers, FL. 33905
- 2.1.2. Lee Flight, 2390 North Airport Road, Fort Myers, FL. 33907
- 2.1.3. EMS Station No. 11, 10941 Palm Beach Boulevard, Fort Myers, FL. 33905
- 2.1.4. EMS Station No. 12, 2307 Hancock Bridge Parkway, Cape Coral, FL. 33990
- 2.1.5. EMS Station No. 17, 2900 Trail Dairy Circle, North Fort Myers, FL. 33917
- 2.1.6. EMS Station No. 31, 2860 Garden Street, North Fort Myers, FL. 33917
- 2.1.7. EMS Station No. 35, 13501 Goldenwood Drive, Fort Myers, FL. 33913
- 2.1.8. Florida Gulf Coast University Tower, 9851 FGCU Boulevard North, Fort Myers, FL 33965
- 2.1.9. Elevation Warehouse, 4664 Elevation Road, Fort Myers, FL. 33905

- 2.2. Prior to beginning work under this Agreement, the VENDOR shall meet with Lee County Public Safety on site, at each location, to clearly define the limits of the landscape perimeter. The VENDOR shall provide Lee County Public Safety, within thirty (30) days following award, a written schedule for pest control and fertilization throughout the year, which will be subject to approval by the COUNTY.

3. SCHEDULING OPTIONS

- 3.1. As each site listed in Section 2.1 of the Scope of Work and Specifications has different requirements, scheduling will be as follows:
 - 3.1.1. On Demand/By Request: The VENDOR shall provide services outside regular maintenance as requested by the COUNTY, including emergency clean-up, storm debris removal, irrigation repairs, or special landscaping tasks. The VENDOR must respond within twenty-four (24) hours of the COUNTY'S request.
 - 3.1.2. Routine: Routine maintenance refers to regularly scheduled landscaping services performed by the VENDOR to maintain the health, appearance, and functionality of the grounds. These tasks are performed at consistent intervals (e.g., weekly, bi-weekly, monthly, or quarterly) based on seasonal needs.

4. EQUIPMENT

- 4.1. VENDOR shall provide all labor and equipment to complete the work described herein. When service is requested by the COUNTY, should any equipment not be operational, the VENDOR shall be responsible for renting equipment to complete the required services as described herein.
- 4.2. Any cost involved in the rental of equipment shall be at no additional cost to the COUNTY.

5. LANDSCAPE MAINTENANCE

5.1. MOWING

- 5.1.1. The VENDOR shall remove trash or debris prior to mowing the properties to prevent equipment damage or litter spread. Turf shall be mowed to a horticultural accepted height for the grass species and the time of the year (usual height 3”-4”).
- 5.1.2. Any damage to buildings, trees, utilities, etc. shall be reported by the VENDOR to the COUNTY within twenty-four (24) hours of the incident or discovery of damage.
- 5.1.3. 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.
- 5.1.4. The VENDOR shall mow in such a manner that does not propel clippings, debris, etc. towards buildings, plant beds or other mulched areas.

5.2. EDGING

- 5.2.1. The VENDOR shall edge all drives, curbs, parking areas, sidewalks, walkways, fences, and other edgeable areas at each site visit using a mechanical edger. Edging near mulched plant beds must be done carefully to avoid disturbing the mulch; any displaced mulch must be smoothed or replaced at the VENDOR’S expense.

5.3 LINE TRIMMING

- 5.3.1 Line trimming is required along fence lines, trees, structures, light poles, bollards, car stops, and other areas inaccessible to mowers. Trimming around trees is only permitted if there is a maintained mulch bed at least 24 inches in diameter around the base. Care must be taken to avoid girdling trees. Trees without a maintained mulch bed at the base shall not be line trimmed.

MATERIAL HAULING AND DISPOSAL / PAVEMENT CLEANING AND SWEEPING

- 5.3.2 The VENDOR shall remove all materials resulting from maintenance activities, including grass clippings, debris, fallen fronds, and branches, from walkways, drives, parking areas, roadways, and curbs. All trash—such as bottles, cans, broken glass, paper, and other litter—must also be removed. Any debris displaced onto adjacent properties or roadways during mowing must be cleaned up promptly.

- 5.3.3 The VENDOR shall remove and properly dispose of all waste materials off County or City property, including rights-of-way. The vendor is responsible for supplying any necessary containers and covering all related costs. All debris must be disposed of in compliance with local codes and ordinances and must be hauled away after each service—no debris is to be left at the facilities.
- 5.3.4 Parking areas shall be cleaned, each visit with leaf blowers and conspicuous litter shall be removed.

5.4 **WEED CONTROL AND BED MAINTENANCE**

- 5.4.1 During each site visit the VENDOR shall weed all plant beds, shrubs, and tree areas. Landscaped beds and mulched areas shall be free of weeds.
- 5.4.2 Weeds and grass must be removed from landscape beds, curbs, gutters, and around all structures or obstructions. Weeding may be done by hand or with selective herbicides containing marking dye. Weeds in mulch zones must be kept below six inches; taller weeds must be hand-pulled and removed from the site.
- 5.4.3 VENDOR shall remove all weeds and overgrown vegetation along fences and fence lines on properties. All fence areas must be kept clear and well-maintained, ensuring no plant growth interferes with fence structures. Work includes regular weeding, trimming, and disposal of debris to maintain a clean and unobstructed perimeter.
- 5.4.4 For all facilities that have all native plantings, plant beds shall 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.
- 5.4.5 Pavers and walkways throughout the properties shall be treated for weeds as needed.

5.5 **MULCHING**

- 5.5.1 During each visit, the VENDOR shall smooth out mulch in the beds, around the buildings or anywhere on the grounds. The mulch must be maintained at an acceptable depth of three inches (3”) as recommended by International Society of Arboriculture (ISA) and proper distance away from plantings and trees at no extra charge to the COUNTY.
- 5.5.2 If mulch accumulates more than three inches (3”) it is the VENDOR’S responsibility to remove the excess mulch at no additional charge to the COUNTY.
- 5.5.3 Wherever possible no tree roots shall be above ground surface non-mulched.
- 5.5.4 The VENDOR shall provide and apply mulch across required sites twice annually—in the Spring and Fall. Mulch must be maintained at a consistent depth of three inches (3”) and shall be Florimulch, unless otherwise approved by the COUNTY. The VENDOR must follow ISA (International Society of Arboriculture) guidelines to ensure proper mulching practices. For trees, mulch must be kept two to three inches away from the base to promote healthy conditions.
- 5.5.5 All mulch material and labor for installation shall be 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.

- 5.5.6 The following table provides the estimated square feet of mulch beds located at the Lee County Public Safety locations requiring mulch:

Location	Estimated Square Foot
Lee County Public Safety Center	8,000 sq ft

- 5.5.7 Lee County Administrative Code AC-5-9 prohibits the use of cypress mulch. Cypress mulch shall not be used on any Lee County Public Safety properties.

5.6 DISEASE AND INSECT CONTROL (INCLUDING ANT CONTROL)

- 5.6.1 The VENDOR shall address disease and insect control on plants, shrubs, and trees as needed or upon request by the County. All treatments must be applied promptly to manage infestations effectively. Turf pest control shall also be performed on an as-needed basis for insects such as, but not limited to, chinch bugs, crickets, mole crickets, ants, grub worms, and whiteflies.
- 5.6.2 The VENDOR shall treat ant mounds as they appear. All inactive mounds shall be leveled to match the existing grade.

5.7 FERTILIZATION

- 5.7.1 Shrubs, trees, vines, hedges, and ground cover shall be fertilized with a complete fertilizer two (2) to four (4) times per year depending on type of fertilizer and time of year (slow release, pre-emergent or post-emergent, etc.).
- 5.7.2 Palms shall be fertilized with a complete palm fertilizer two (2) to four (4) times per year as needed, depending on type of fertilizer (slow release, etc.).
- 5.7.3 The VENDOR shall maintain proper grass growth through fertilizers, weed inhibitors and, if needed, reseeding.
- 5.7.4 No more than four (4) pounds of nitrogen per 1,000 square feet may be applied to any turf or landscaped area within a calendar year. Fertilizers containing nitrogen and/or phosphorus are prohibited during the rainy season, from June 1 through September 10 each year
- 5.7.5 All fertilization and landscape management practices shall be in accordance with Lee County Ordinance 08-08. (<https://www.lee.gov/bocc/Ordinances/08-08.pdf>)

5.8 SPRINKLER HEADS / IRRIGATION

- 5.8.1 The VENDOR shall maintain proper operating conditions around all sprinkler heads including the removal grass and debris. The VENDOR is responsible for repairs caused by VENDOR damage.
- 5.8.2 The VENDOR shall report any damage to sprinkler systems including heads, piping, valves, and controls to the COUNTY on the day it occurs. The VENDOR is responsible for required repairs due to damage caused by the VENDOR'S employees. The COUNTY will make such repairs as necessary and deduct from payment due.

5.9 TREE TRIMMING

- 5.9.1 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. All tree trimming must meet the minimum standards and guidelines set by the ISA.
- 5.9.2 The VENDOR shall maintain all trees by regularly and selectively removing dead or damaged branches to promote healthy, balanced, and natural canopies. Pruning shall include the removal of crossing branches, narrow crotches, water sprouts, coconuts, berries, and any limbs that may pose a nuisance by rubbing against structures or overhanging walkways. Spiking of trees is not permitted.
- 5.9.3 The VENDOR is responsible for the trimming of all trees under this Agreement twice per year, 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. Additional trimmings shall be billed at the twice-yearly quoted rate.
- 5.9.4 The VENDOR shall only schedule tree trimming around the buildings and parking lots during times when the minimum number 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.
- 5.9.5 The VENDOR shall conduct full tree trimming at each site in May of each year 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.
- 5.9.6 The VENDOR shall notify the COUNTY of any trees that are dead and in need of removal or replacement. The COUNTY reserves the right to purchase and replace new trees or negotiate with the VENDOR to do so. If there is a cost to remove a tree, the VENDOR must receive approval from the COUNTY prior to the start of work.

5.10 PRUNING

- 5.10.1 The VENDOR shall keep all hedges, shrubs, trees, and ground cover trimmed to present a neat, well-kept appearance, and all sucker growth shall be removed during each visit. All trim work and pruning shall follow the ISA guidelines for trimming and pruning.
- 5.10.2 The VENDOR shall keep all coconut trees free of coconuts.
- 5.10.3 The VENDOR shall remove diseased and damaged wood and shrubs when needed.
- 5.10.4 The VENDOR shall allow plants to grow in their natural form and not shear them. The exception to this requirement is for hedges. Shearing is permitted for hedges.

5.11 REPLACEMENT PLANTS

- 5.11.1 If at any time trees, palms, shrubs, etc. are damaged or destroyed due to 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.

5.11.2 The COUNTY reserves the right to purchase and replace new trees, shrubs, or plants or to request that the VENDOR quote prices for replacement plants on an as needed basis.

5.11.3 The VENDOR shall be expected to negotiate and obtain the lowest prices possible when purchasing replacement plants, trees, and shrubs to the COUNTY.

5.12 EXOTIC PLANT REMOVAL

5.12.1 The VENDOR shall not be responsible for the removal of exotic plant species; however, the VENDOR shall notify the COUNTY if invasive or exotic plants are observed at any location.

6 LABOR RATES

6.1 Labor rates shall be fully loaded. Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit material, and any other incidental costs required to perform all work.

7 WORKMANSHIP AND INSPECTION

7.1 Onsite inspections shall be conducted at the request of the COUNTY and scheduled within five (5) working days of request.

7.2 The VENDOR shall meet with the COUNTY on a set monthly schedule to discuss and remedy any field questions and/or associated problems.

7.3 Any work that does not meet the specifications shall be corrected by the VENDOR before the COUNTY approves payment. The COUNTY has the right to deny a monthly payment for work not completed for that period.

8 SUPERVISION AND SAFETY

8.1 VENDOR shall provide maintenance services in a professional manner. The VENDOR shall provide during all maintenance work hours, a qualified and competent, English-speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the VENDOR.

8.2 The supervision of the performance of this Agreement is vested wholly with the COUNTY. The COUNTY will decide 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.

8.3 All VENDOR vehicles and trailers shall have the VENDOR'S name and business phone number clearly displayed during work hours.

8.4 Personnel shall wear appropriate apparel including high visibility safety vest, or other appropriate Personal Protective Equipment (PPE) required for the job being performed.

8.5 Smoking and the use of tobacco or vaping products are prohibited on all Lee County-owned or -operated properties, including buildings, parks, vehicles, and outdoor areas.

- 8.6 The **VENDOR** shall maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The **VENDOR** shall adhere to the applicable federal, state, and local laws, ordinances and regulations.

9 **TOLLS**

- 9.1 The **VENDOR** shall be responsible for all tolls payments. The **COUNTY** will not pay for or reimburse the **VENDOR** for bridge or road tolls.

10 **MAJOR HOLIDAYS**

- 10.1 **VENDOR'S** may access a list of Lee County observed holidays by visiting the Lee County website at: <https://www.leegov.com/hr/holidays>

11 **EXAMINATION OF SITES**

- 11.1 The **COUNTY** strongly encourages **VENDORS** to visit the publicly accessible sites to familiarize themselves with the site conditions and the scope of work required under this solicitation. Site visits will help **VENDOR'S** gain a full understanding of the facilities, potential challenges, and any restrictions that may impact the execution of the work.

12 **SERVICE LOCATION SPECIFICATIONS**

Lee County Public Safety Complex	
2665/2675 Ortiz Avenue, Fort Myers, Florida 33905	
Mowing (as described in Section 5.1)	Weekly
Edging (as described in Section 5.2)	Weekly
Line Trimming (as described in Section 5.3)	Weekly
Mulch Service (as described in Section 5.6 & 5.6.6)	Twice Annually
Pest Control (as described in Section 5.7)	Quarterly
Fertilization (as described in Section 5.8)	Quarterly
Tree Trimming (as described in Section 5.10)	Twice Annually
Pruning (as described in Section 5.11)	Twice Annually
Herbicide Treatment (as described in Section 5.5.2)	Quarterly

Lee Flight	
2390 North Airport Road, Fort Myers, Florida 33907	
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly
Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly
Fertilization (as described in Section 5.8)	Quarterly
Tree Trimming (as described in Section 5.10)	Twice Annually
Pruning (as described in Section 5.11)	Twice Annually
Herbicide Treatment (as described in Section 5.5.2)	Quarterly

EMS Station No. 11	
10941 Palm Beach Boulevard, Fort Myers, Florida 33905	
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly

Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly

EMS Station No. 12	
2307 Hancock Bridge Parkway, Cape Coral, Florida 33990	
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly
Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly
Tree Trimming (as described in Section 5.10)	Twice Annually

EMS Station No. 17	
2900 Trail Dairy Circle, North Fort Myers, Florida 33917	
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly
Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly

EMS Station No. 31	
2860 Garden Street, North Fort Myers, Florida 33917	
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly
Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly

EMS Station No. 35 – Anticipated Completion Date: October 1, 2025	
13501 Goldenwood Drive, Fort Myers, Florida 33913	
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly
Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly

Elevation Warehouse	
4664 Elevation Road, Fort Myers, Florida 33905	
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly
Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly

Florida Gulf Coast University Tower	
9851 FGCU Boulevard North, Fort Myers, Florida 33965	
Herbicide Treatment (as described in Section 5.5.2)	Quarterly

13 **ADD OR DELETE**

- 13.1 The COUNTY may, at their sole discretion, add or delete sites, adjust number of cycles, or terminate the Agreement if doing so is in the best interest of Lee County. The COUNTY may negotiate a mutually agreeable price with the VENDOR for additional services needed at any site.

END SCOPE OF WORK AND SPECIFICATIONS

SPECIAL CONDITIONS

These are conditions are in relation to this solicitation only and have not been included in the COUNTY'S standard Terms and Conditions or the Scope of Work.

1. TERM

- 1.1 The VENDOR shall be responsible for furnishing and delivering the requested commodities or services to the appropriate Lee County department on an as-needed basis for a period of three (3) years.
- 1.2 An option to extend the contract may be available, as specified in the Scope of Work or technical specifications. Any extension must be approved by both the COUNTY and the VENDOR and may be granted for up to two (2) additional one (1) year periods.

2. BASIS OF AWARD

- 2.1 The basis of award for this bid will be the lowest Total Project Cost from the most responsive, responsible, and qualified VENDOR meeting all specifications.
- 2.2 VENDORS must bid **all** line items listed on the Line-Item tab in IonWave. Failure to bid all line items may deem your company as non-responsive. Each location listed on the Line-Item tab includes the services required for that specific location.

3. ESTIMATED ANNUAL QUANTITIES

- 3.1 Minimum annual quantities are specified on the Line-Item tab in IonWave. Monthly services at each location will be provided as needed as determined by the COUNTY.

4. LICENSES AND CERTIFICATIONS – MINIMUM QUALIFICATIONS

- 4.1 VENDOR shall provide a copy of their Commercial Public Pesticide License with Right of Way certification as required by Florida Statute Chapter 487 per the Florida Department of Agriculture and Consumer Services (FDACS).
- 4.2 VENDOR shall provide current certificates of training from “Florida Green Industries Best Management Practices Certification” (GI-BMP) for individuals who will be assigned to work on the project per Florida Statute 482.1562.
- 4.3 VENDOR shall provide a copy of their commercial certification of “Limited Urban Commercial Fertilizer Applicator Certification” per Florida Statute 482.1562.
- 4.4 International Society of Arboriculture Certified Arborist Certification – It is not required of the VENDOR to have a certified Arborist as one of its employees. VENDORS are permitted to subcontract an Arborist. VENDOR shall supply the name, certification, and length of certification as an Arborist.

5. LOCAL PREFERENCE

- 5.1 The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, the COUNTY at its sole discretion may choose to award a preference to any qualified Local Vendor.

END OF SPECIAL CONDITIONS



Solicitation No.: B25073CMJ

Solicitation Name: Landscape Maintenance and Mowing for Lee County Public Safety

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:

1.	Are there plans available to show what landscaping will be installed at the EMS Station No. 35, 13501 Goldenwood Drive, Fort Myers, FL. 33913?
Answer	Lee County Public Safety has received only the development plans pertaining to the Arborwood Temporary EMS Station, located at 13501 Goldenwood Drive, Fort Myers, Florida 33913. No additional documentation has been provided at this time. Please refer to the attached development plans for further detail.

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.

Christopher Jagodzinski

Chris Jagodzinski

Procurement Analyst Direct Line: 239-533-8812

Lee County Procurement Management

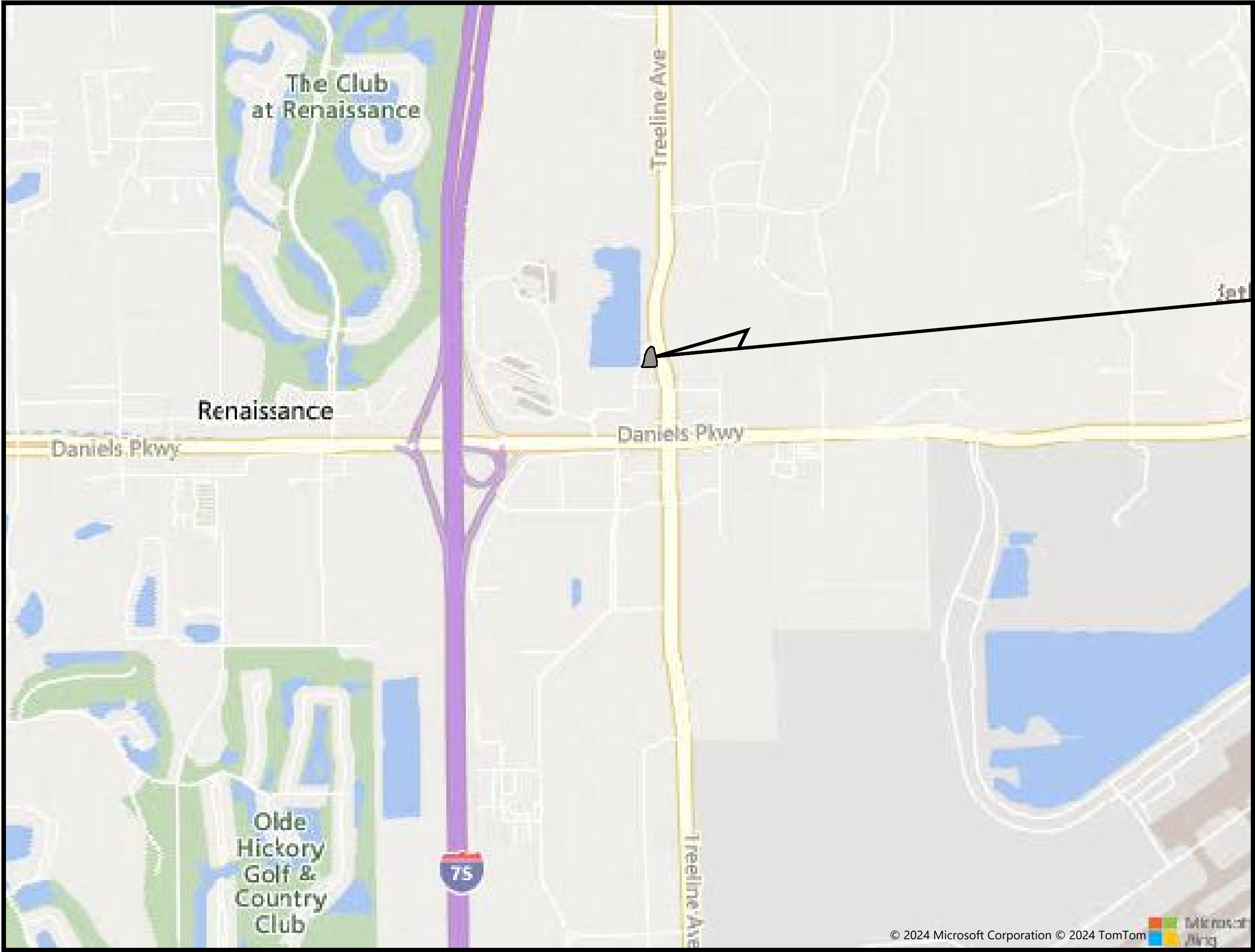
DEVELOPMENT PLANS
FOR

ARBORWOOD - TEMPORARY EMS STATION

SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

INDEX:

- C-1 COVER SHEET
- C-2 AERIAL & EXISTING CONDITIONS
- C-3 SITE PLAN
- C-4 GRADING & DRAINAGE PLAN
- C-5 UTILITY PLAN
- C-6 PHASE 2 - DEMO SITE PLAN
- D-1 GENERAL DETAILS



LOCATION MAP

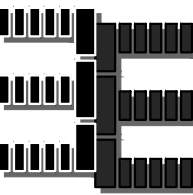
OWNER:

LEE COUNTY
P.O. BOX 398
FORT MYERS, FLORIDA, 33902

PROJECT LOCATION:

13501 GOLDENWOOD DRIVE
FORT MYERS, FLORIDA 33913
STRAP #: 23-45-25-06-00000.0090

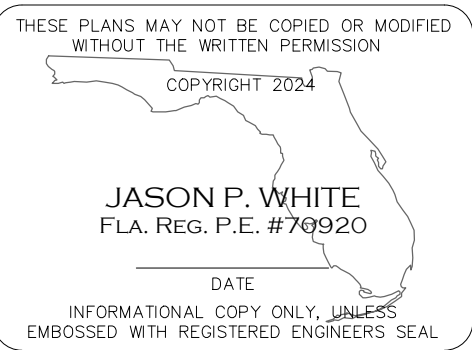
CONSULTANT:

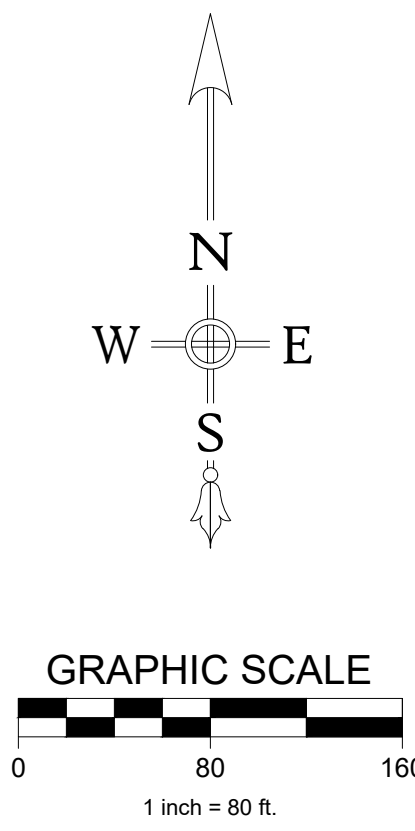


Exceptional Engineering, Inc.
P.O. Box 2980, Ft. Myers, FL 33902
Tel. (239) 340-9816 | Fax. (239) 347-6992
JasonW@exceptionaleng.com
Business Cert # 25968
Contact: Jason P. White

Jason P. White, State of Florida, Professional Engineer, License No. 70920.
This item has been digitally signed and sealed by Jason P. White on the date indicated here.
Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

JUNE 2024
E.E.I. JOB # 24-39





EXISTING SOILS
BOCA FINE SAND, 34644 sqft , 93%
MALABAR FINE SAND, 2421 sqft , 7%

LEGEND	
	EXISTING STORMWATER FLOW DIRECTION
	EXISTING ELEVATION
	PROPERTY LINE
	EXISTING ROAD RIGHT OF WAY
	EXIST. FEATURES (E.O.P., SIDEWALK, DRIVES, ETC.)
	EXISTING WATER MAIN
	EXISTING FORCE MAIN
	EXISTING SANITARY SEWER

DATE	REVISION	DESCRIPTION

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JASON P. WHITE
FLA. REG. P.E. #70920

DATE: _____

INFORMATIONAL COPY ONLY, UNLESS DIGITAL SIGNATURE AND SEAL HAS BEEN VERIFIED

Exceptional Engineering, Inc.
P.O. Box 2980, Ft. Myers, FL 33902
Tel. (239) 340-9816 | Fax. (239) 347-6092
Jason.W@exceptionaleng.com
Business Cert # 25968

Date : 06-12-24
Scale : 1" = 80'
Design: J.P.W.
CAD : J.R.B.
Check : J.P.W.
File : 24-39-C002a

AERIAL & EXISTING CONDITIONS
ARBORWOOD - TEMPORARY EMS STATION
LEE COUNTY, FLORIDA

LEE COUNTY
P.O. BOX 398, FORT MYERS, FLORIDA 33902

SHEET #
C-2
JOB # 24-39

GENERAL NOTES:

- ALL CONSTRUCTION TO BE IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, AND THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION.
- UPON COMPLIANCE OF ALL FEDERAL, STATE AND LOCAL REGULATIONS BY THE OWNER, THIS SITE MAY BE SAFELY USED FOR BUILDING PURPOSES WITHOUT UNDUE DANGER FROM FLOOD. THE OWNER SHOULD RETAIN THE SERVICES OF A QUALIFIED GEOTECHNICAL ENGINEER TO DETERMINE IF SUBSURFACE CONDITIONS EXIST WHICH MAY ADVERSELY EFFECT THE DEVELOPMENT OF THIS SITE. THE OWNER SHOULD RETAIN THE SERVICES OF A QUALIFIED STRUCTURAL ENGINEER TO DETERMINE CORRECT FOUNDATION DESIGNS FOR ANY PROPOSED STRUCTURES ON THE SITE.
- THE CONTRACTOR SHALL RETAIN ON THE WORK SITE AT ALL TIMES COPIES OF ALL PERMITS NECESSARY FOR CONSTRUCTION.
- ANY DEVIATIONS FROM THESE PLANS BY THE OWNER OR CONTRACTOR REQUIRES PRIOR APPROVAL OF THE ENGINEER. CONTRACTOR AND/OR ANY OF HIS SUBCONTRACTORS SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCY OR ERRORS IN THE PLANS OR IF EXISTING CONDITIONS ARE NOT AS SHOWN ON THE PLANS.
- THE CONTRACTOR SHALL NOTIFY THE OWNER AND CONTACT ALL UTILITY COMPANIES FOR LOCATIONS OF EXISTING UTILITIES IN THE AREA 72 HOURS (MINIMUM) PRIOR TO COMMENCING CONSTRUCTION.
- THE CONTRACTOR SHALL NOTIFY THE CITY OF FORT MYERS A MINIMUM OF 72 HOURS PRIOR TO ALL INSPECTIONS REQUIRED BY THE CITY OF FORT MYERS DEVELOPMENT CODE.
- THERE WILL BE NO ADVERSE IMPACTS TO GROUND OR SURFACE WATERS, WETLANDS, FLOOD PLAINS OR RIVERINE AREAS; OR ANY KNOWN ARCHEOLOGICAL SITES EXPECTED BY THE DEVELOPMENT OF THIS SITE.
- REFER TO SURVEY FOR DESCRIPTION OF BENCHMARK.
- THE LOCATION OF EXISTING UTILITIES, PAVEMENT, VEGETATION, AND MISCELLANEOUS IMPROVEMENTS ARE APPROXIMATE ONLY. THE EXACT LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR IN THE FIELD.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY DEWATERING PERMITS REQUIRED FOR THIS PROJECT.
- OWNER SHALL INSURE THAT THE GENERAL CONTRACTOR COMPLIES WITH ALL REQUIREMENTS OF STORM WATER POLLUTION PREVENTION (SWP3). IF THE PROJECT AREA IS MORE THAN 1 ACRE, THE OWNER SHALL FILE A NOTICE OF INTENT (NOI) WITH DEP AT LEAST 48 HRS. PRIOR TO THE START OF CONSTRUCTION.
- COASTAL SETBACK LINES DO NOT APPLY TO THIS PARCEL.
- THERE ARE NO APPARENT ENVIRONMENTALLY SENSITIVE LANDS OR HABITAT FOR ENDANGERED SPECIES ON THIS PARCEL.
- THERE ARE NO APPARENT FLOWING WELLS ON THIS PARCEL; IF ANY ARE FOUND DURING CONSTRUCTION, THEY WILL BE PLUGGED IN ACCORDANCE WITH SFWMD AND DEP PLUGGING REQUIREMENTS.
- PRIOR TO THE START OF ANY CONSTRUCTION IN R.O.W. PROVIDE A CONNECTION PERMIT FROM LEE COUNTY D.O.T.
- CASING AND/OR CONDUIT SHALL EXTEND 5' BEYOND THE EDGE OF PAVEMENT, BACK OF CURB AND/OR SIDEWALK AT EACH END.
- CONTRACTOR TO VERIFY ENGINEER'S BUILDING FOOTPRINT SIZE MATCHES TRAILER BUILDING PLANS SIZE BEFORE BEGINNING CONSTRUCTION.
- ALL PARKING LOT DIMENSIONS ARE LABELED TO THE EDGE OF PAVEMENT UNLESS OTHERWISE SHOWN ON PLANS.

SIGNING AND PAVEMENT MARKING NOTES:

- ALL SIGNING AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE F.D.O.T. STANDARDS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND LEE COUNTY DEPARTMENT OF TRANSPORTATION PUBLISHED STANDARDS.
- PAVEMENT MARKINGS SHALL BE PERMANENT REFLECTIVE TRAFFIC PAINT WITH GLASS BEADS IN ACCORDANCE WITH F.D.O.T. STANDARD SPECIFICATIONS SECTION 710.
- MATCH EXISTING PAVEMENT MARKINGS AT EXISTING ROADS.
- REMOVE ANY EXISTING SIGNS OR PAVEMENT MARKINGS IN CONFLICT WITH THOSE SHOWN ON PLANS.
- ALL STOP SIGN LOCATIONS SHALL INCLUDE A 24" PAINTED WHITE STOP BAR LOCATED 5' FROM THRU EDGE OF PAVEMENT UNLESS NOTED OTHERWISE.
- THE CONTRACTOR SHALL COMPLY WITH THE "STATE OF FLORIDA MANUAL OF TRAFFIC CONTROL AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, AND UTILITY OPERATIONS" AND WITH THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
- ALL REQUIRED HANDICAP SIGNING AND STRIPING WILL BE PER LATEST "ADA" CRITERIA, USING APPROPRIATE COLORED TRAFFIC PAINT.

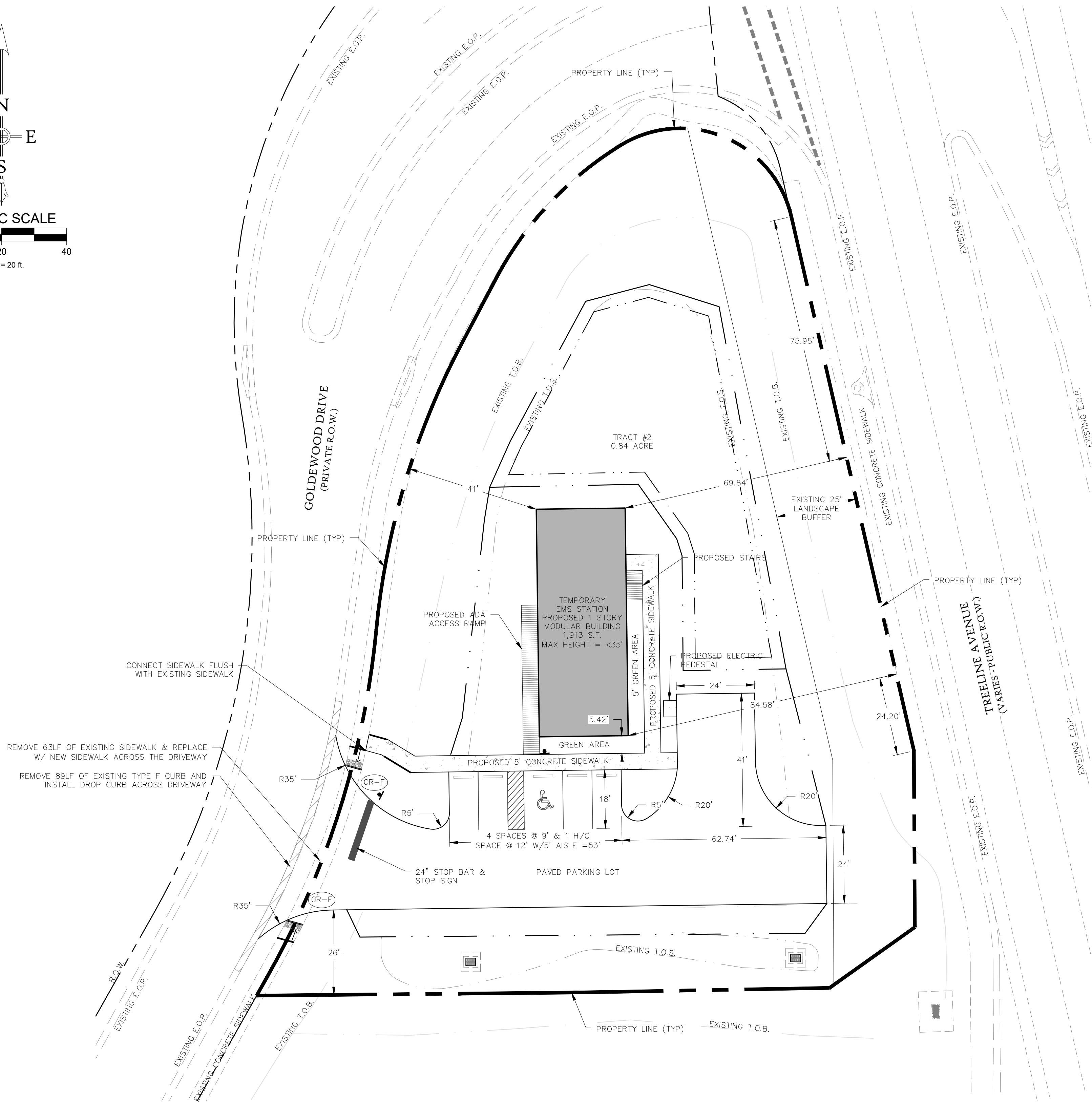
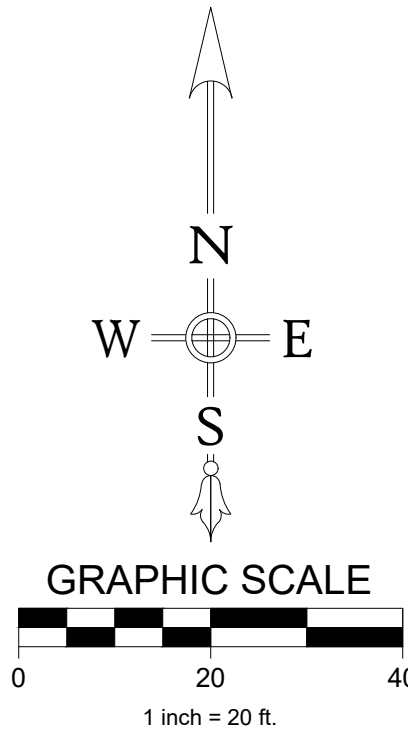
PROJECT PHASING PLAN:

PHASE I: WILL INCLUDE CONSTRUCTION OF THE TEMPORARY EMS STATION AND THE SITE ASSOCIATED INFRASTRUCTURE SHOWN ON THESE PLANS.

PHASE II: WILL INCLUDE REMOVAL OF THE TEMPORARY EMS STATION AND PAVEMENT SHOWN.

PARKING SPACE CALCULATIONS:

EMS
REQUIRED= 1 SPACE PER EMPLOYEE
= 1 SPACE X 2 EMPLOYEES=2 SPACES
PROVIDED=5 PARKING SPACES (INCLUDING 7 HANDICAP)
THE ADDITIONAL PARKING SPACES IS TO ALLOW FOR 1 VISITOR AND A VISITING SUPERVISOR



LEE PLAN CONSISTENCY:			
THE PROPOSED PROJECT IS CONSISTENT WITH THE GOALS, OBJECTIVES, SITE LOCATION, ACREAGE ALLOCATION, TABLES & POLICIES AND STANDARDS SET FORTH IN THE LEE PLAN.			

CALL BEFORE YOU DIG:	
SUNSHINE STATE ONE CALL CENTER PHONE: (800) 432-4770 (MINIMUM 72 HOURS NOTICE REQUIRED)	

PROPOSED SITE CONDITIONS			
TOTAL SITE AREA	36,741 SF	0.84 AC.	100.00%
BUILDING AREA	1,913 SF	0.04 AC.	5.21%
PAVEMENT AREA	5,967 SF	0.14 AC.	16.24%
CONCRETE/PAVER AREA	1,529 SF	0.04 AC.	4.16%
DRY RETENTION @ BOTTOM	0 SF	0.00 AC.	0.00%
MISC. OPEN GREEN SPACE	27,332 SF	0.63 AC.	74.39%
IMP AREA	9,409 SF	0.22 AC.	25.61%
PERV AREA	27,332 SF	0.63 AC.	74.39%

LEGEND	
	PAINTED HANDICAP PARKING SYMBOL
	PROPOSED PAINTED TRAFFIC CIRCULATION ARROW
	PROPOSED BUILDING
	PROPOSED SIDEWALK
	PROPERTY LINE
	U-EAS
	EXISTING UTILITY EASEMENT
	EXISTING ROAD RIGHT OF WAY
	EXIST. FEATURES (E.O.P., SIDEWALK, DRIVES, ETC.)
	EXISTING LOT LINES
	EXISTING ROAD CENTERLINE

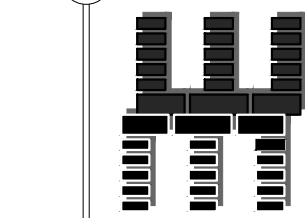
Exceptional Engineering, Inc.

P.O. Box 2980, Ft. Myers, Fl 33902

Tel. (239) 340-9816 | Fax. (239) 347-6092

Jason W@exceptionaleng.com

Business Cert # 25968



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SITE PLAN
ARBORWOOD - TEMPORARY EMS STATION
LEE COUNTY, FLORIDA

LEE COUNTY
P.O. BOX 398, FORT MYERS, FLORIDA 33902

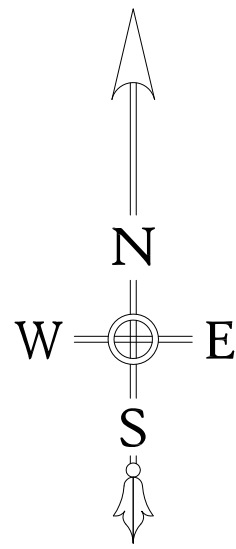
SHEET #
C-3
JOB # 24-39

GENERAL DRAINAGE NOTES:

1. THE LENGTH OF STORM DRAIN PIPES SHOWN ON PLANS ARE APPROXIMATE AND HAVE BEEN MEASURED FROM THE INSIDE FACE OF STRUCTURE.
2. THE CONTRACTOR IS REQUIRED TO ADJUST ALL EXISTING AND PROPOSED VALVE BOXES, MANHOLE RIMS, GRATES, ETC. AS REQUIRED TO MATCH PROPOSED GRADES.
3. EXISTING OFF-SITE DRAINAGE PATTERNS SHALL BE MAINTAINED DURING CONSTRUCTION.
4. SWALE PROFILES SHOWN ARE TO TOP OF SOD. CONTRACTOR TO ADJUST SWALE GRADING ACCORDINGLY.
5. UNLESS OTHERWISE NOTED, SOD A 12" STRIP BEHIND ALL CONCRETE CURB AND VALLEY GUTTER AND AT EDGE OF PAVEMENT PER F.D.O.T. REQUIREMENTS. REMAINING AREAS WITHIN THE ROAD R/W SHALL BE SEEDED, FERTILIZED AND MULCHED. SOD OR SEED & MULCH (AS DIRECTED BY ENGINEER) ALL SWALES, BERMS, RETENTION AREAS, AND SLOPES WITHIN LIMITS OF CONSTRUCTION.
6. THE CONTRACTOR SHALL REMOVE ALL UNSUITABLE MATERIAL ENCOUNTERED FROM FILL AREAS PRIOR TO PLACEMENT OF FILL. ALL UNSUITABLE MATERIAL EXCAVATED SHALL BE STOCKPILED OR REMOVED AS DIRECTED BY OWNER.
7. DURING CONSTRUCTION, THROAT INLET OPENINGS, WHERE APPROPRIATE, SHALL BE COVERED WITH FILTER FABRIC (MIRAF 140N OR APPROVED EQUAL) TO PREVENT DEBRIS AND FILL FROM FALLING INTO THE INLET.
8. THE CONTRACTOR SHALL REVIEW PROPOSED STRUCTURE LOCATIONS WITH THE ENGINEER AFTER STAKEOUT AND BEFORE COMMENCING CONSTRUCTION.
9. CONTRACTOR TO COORDINATE IRRIGATION CONDUIT LOCATIONS WITH IRRIGATION CONTRACTOR.
10. AT THE REQUEST OF THE OWNER, STORM WATER MANAGEMENT FACILITIES HAVE BEEN DESIGNED TO CONFORM WITH THE MINIMUM REQUIREMENTS OF LEE COUNTY AND/OR ESTABLISHED SFWMD PERMIT DESIGN CRITERIA FOR THIS AREA. DOWNSTREAM DRAINAGE BASIN OUTFALL IS REGULATED BY OTHERS, THE ENGINEER CANNOT WARRANT THE WATER MANAGEMENT SYSTEM TO FUNCTION PROPERLY DURING EXTREME STORM EVENTS.
11. ALL PERIMETER BERMS AND ANY NECESSARY PERIMETER GRADING ARE TO BE CONSTRUCTED FIRST IN ORDER TO RETAIN ALL SURFACE WATER RUNOFF ON SITE WITH THE ONLY DISCHARGE ALLOWED TO BE THROUGH APPROVED WEIRS.
12. FINISH GRADE TO WITHIN 2" OF PAVEMENT ELEVATIONS BEFORE LAYING OF SOD. (STRICTLY ENFORCED)
13. THE CONTRACTOR SHALL BE REQUIRED TO MAINTAIN AND CONTAIN THE SURFACE RUNOFF IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ENVIRONMENTAL STUDY (NPDES) FEDERAL REQUIREMENTS. THE CONTRACTOR SHALL BE REQUIRED TO FILE A NOTICE OF INTENT (NOI) WITH THE FEDERAL GOVERNMENT AND HAVE EROSION CONTROL PLAN IMPLEMENTED AT ALL TIMES DURING CONSTRUCTION.
14. SOD ALL DISTURBED AREAS.
15. ALL ELEVATIONS ARE IN NAVD 1988

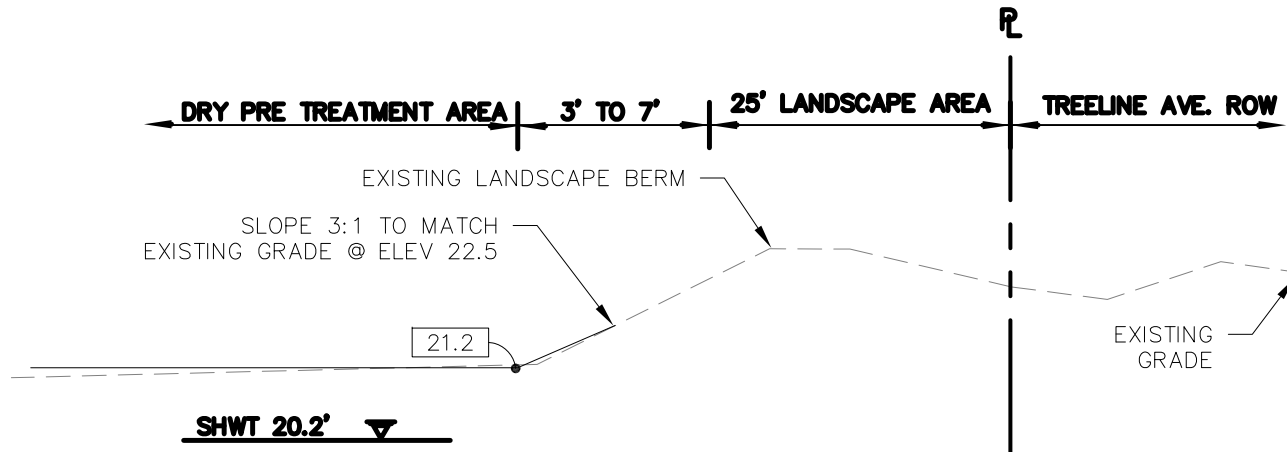
WATER QUALITY COMP.

1. REQUIRED = $\frac{1}{2} \times \text{PROJECT AREA}$
= $\frac{1}{2} \times 1'12" \times 0.84 \text{ AC.} = 0.035 \text{ ACRE-FEET}$
PROVIDED = 5,359 C.F.
2. WATER MANAGEMENT VOLUME STORAGE AND WATER QUALITY ARE INCLUDED IN SFWMD PERMIT # 36-02899-S

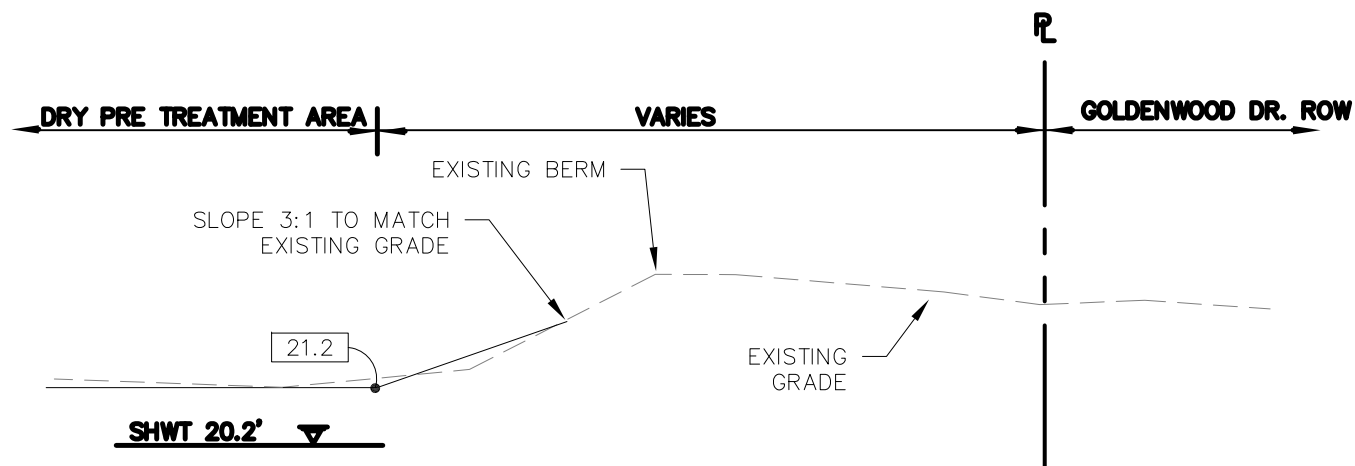


GRAPHIC SCALE

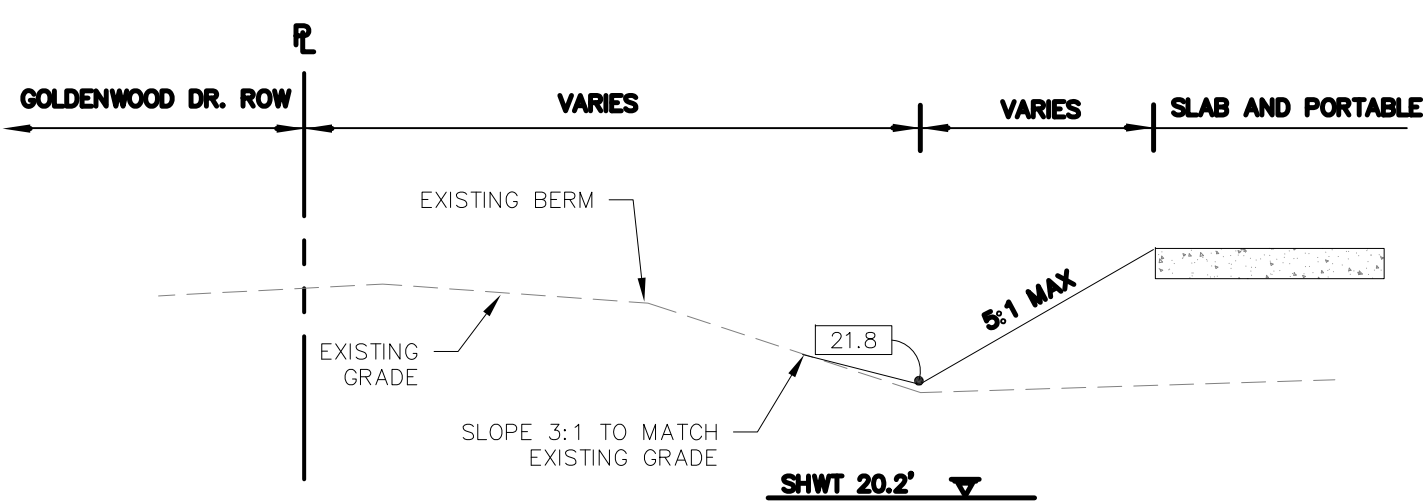
0 20 40
1 inch = 20 ft.



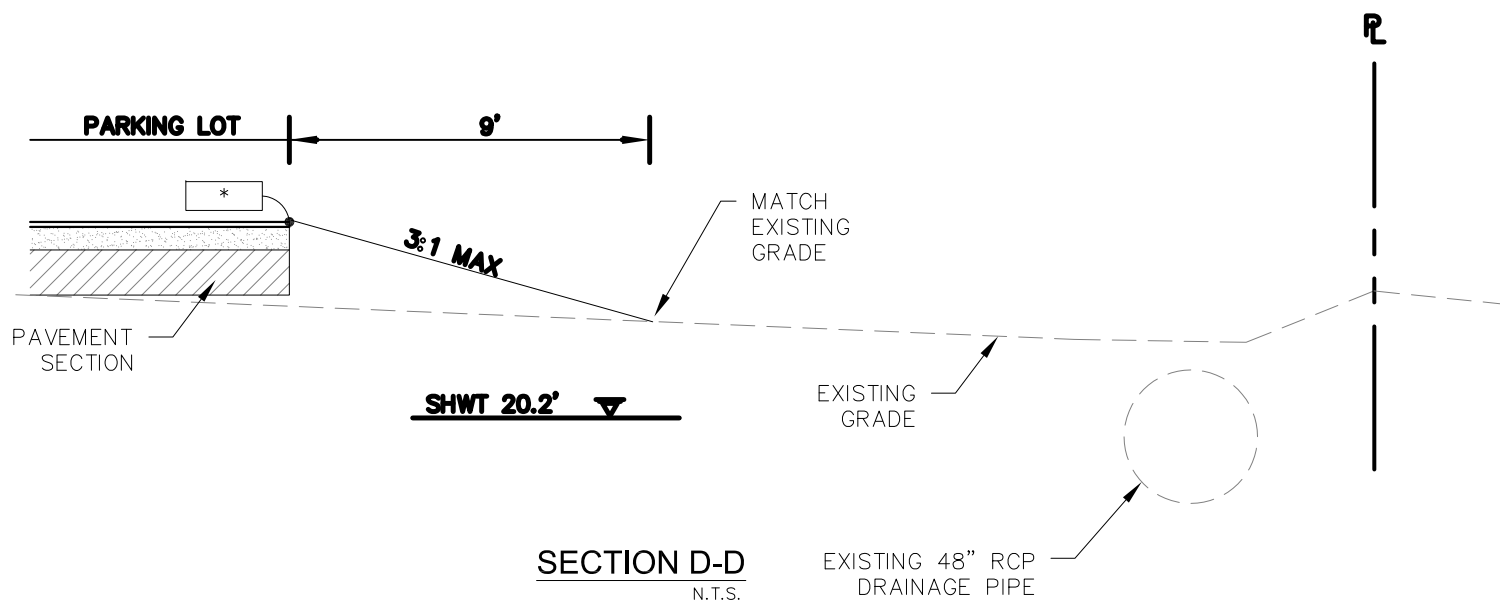
SECTION A-A
N.T.S.



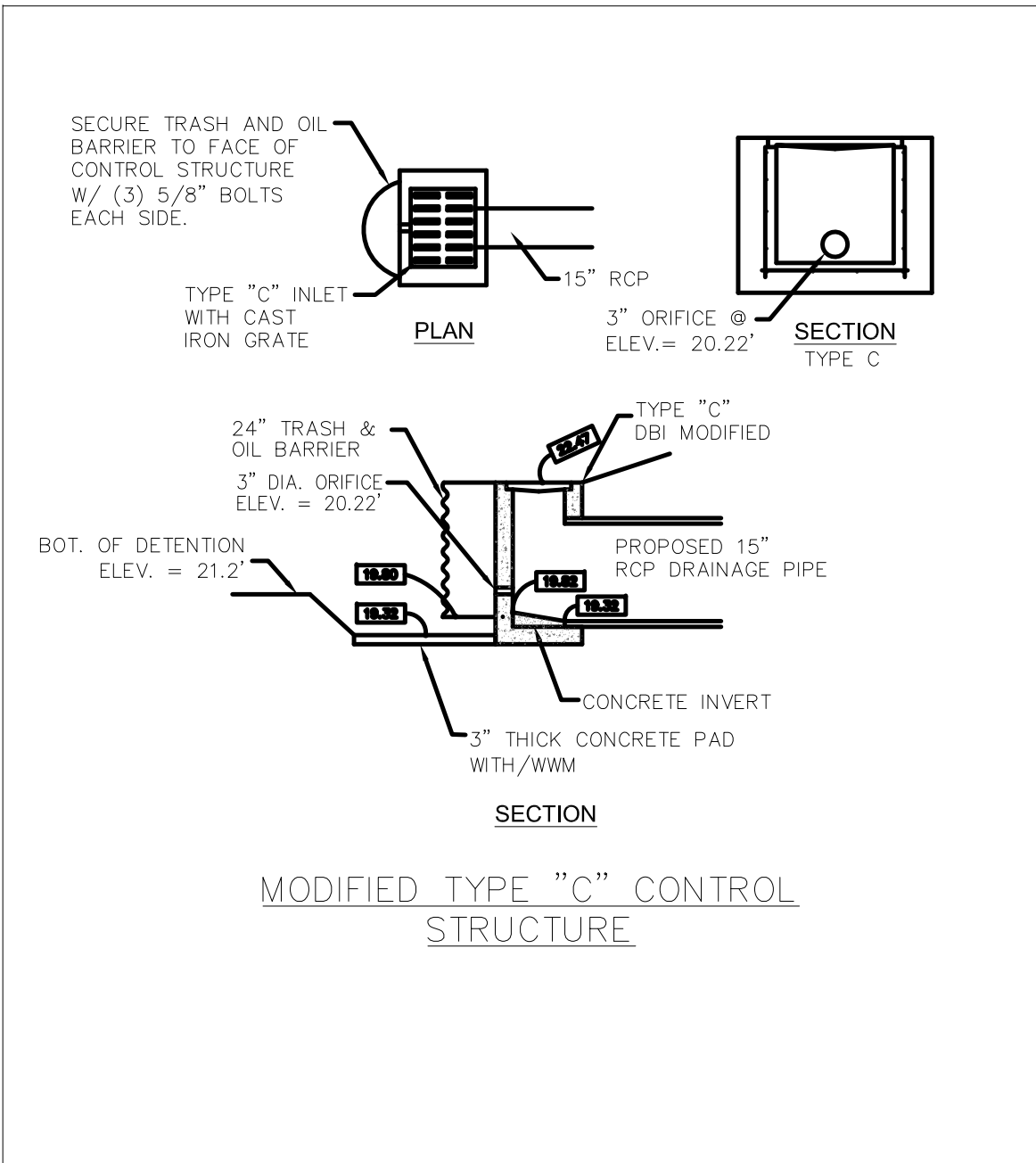
SECTION B-B
N.T.S.



SECTION C-C
N.T.S.

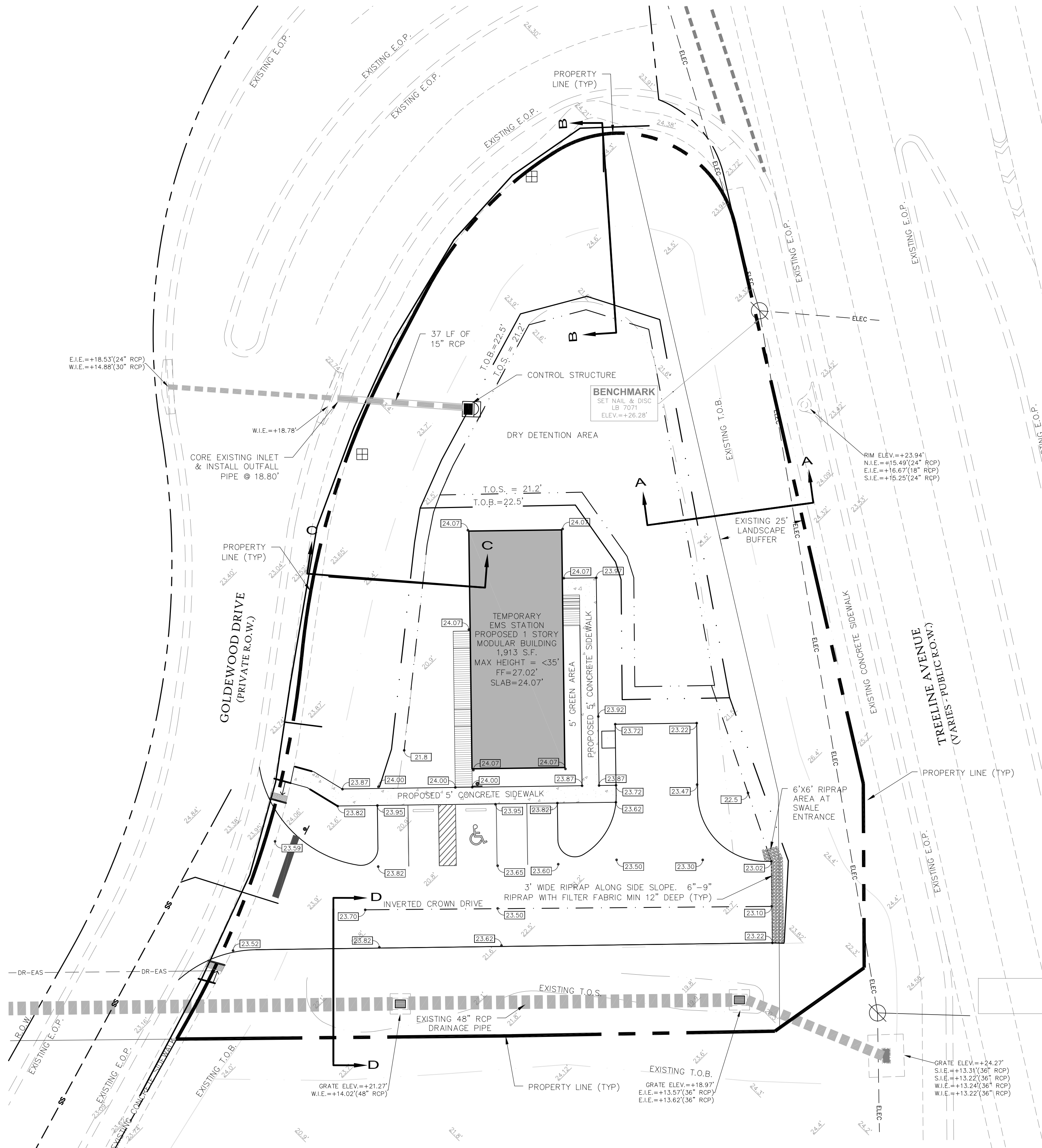


SECTION D-D
N.T.S.



SITE INFORMATION:

FEMA: ZONE X, PANEL 12071C0445F, DATED 08/28/08



SFWMD NOTE:

PER SFWMD PERMIT #	36-02899-S
Datum Conversion is 1.18'	
CONTROL ELEVATION	21.4 NGVD 20.22 NAVD
MIN. PARKING ELEVATION	24.2 NGVD 23.02 NAVD
SITE W.Q. PERIMETER BERM ELEVATION	23.65 NGVD 22.47 NAVD
MIN. FINISH FLOOR ELEVATION	25.8 NGVD 24.62 NAVD

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PHONE: (800) 432-4770
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LEGEND

- PAINTED HANDICAP PARKING SYMBOL
- PAINTED TRAFFIC CIRCULATION ARROW
- PROPOSED BUILDING
- PROPOSED SIDEWALK
- PROPOSED PIPE NUMBER
- PROPOSED STRUCTURE NUMBER
- PROPOSED DRAINAGE FLOW ARROW
- EXISTING ELEVATION
- FDOT TYPE 'D' CURB, INDEX #300
- PROPERTY LINE
- EXISTING ROAD RIGHT OF WAY
- EXIST. FEATURES (E.O.P., SIDEWALK, DRIVES, ETC.)
- EXISTING UTILITY EASEMENT
- EXISTING LOT LINES
- EXISTING ROAD CENTERLINE
- PROPOSED SWALE

GRADING & DRAINAGE PLAN
ARBORWOOD - TEMPORARY EMS STATION
LEE COUNTY, FLORIDA

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THESE PLANS MAY NOT BE COPIED OR MODIFIED WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER.

JASON P. WHITE
FLA. REG. P.E. #70920

DATE

INFORMATIONAL COPY ONLY, UNLESS DIGITAL SIGNATURE AND SEAL HAS BEEN VERIFIED.
DATE
THIS ITEM HAS BEEN DIGITALLY SIGNED BY THE ENGINEER. JASON P. WHITE, P.E. LICENSE NO. 70920. PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID. ANY ELECTRONIC COPIES.

LEE CO. UTILITIES
STANDARD PLAN NOTES:

- ALL WORK SHALL CONFORM TO LATEST REVISION OF THE LCU DESIGN MANUAL WHICH IS AVAILABLE ON OUR WEB-PAGE VIA THE FOLLOWING LINK:
HTTPS://www.leepgov.com/utilities/design-manual
 - ALL REGULATORY AND PERMITTING AGENCIES' REQUIREMENTS SHALL BE COMPLIED WITH AS WELL.
 - ANY QUANTITIES SHOWN ON PLANS ARE NOT VERIFIED BY LCU.
 - THE INFORMATION PROVIDED IN THESE PLANS IS SOLELY TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF CONDITIONS THAT MAY BE ENCOUNTERED DURING THE COURSE OF WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT WHATEVER INVESTIGATIONS THEY MAY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSION REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
 - ALL CONSTRUCTION WORK PERFORMED MUST BE DONE BY A CONTRACTOR LICENSED IN THE STATE OF FLORIDA TO DO THE WORK INTENDED.
 - A PRE-CONSTRUCTION MEETING IS REQUIRED BEFORE WORK MAY BEGIN. REQUIRED ATTENDEES INCLUDE BUT ARE NOT LIMITED TO: THE ENGINEER OF RECORD OR HIS DESIGNER, THE UNDERGROUND CONTRACTOR AND THE LCU INSPECTOR ASSIGNED TO THE PROJECT. LCU IS TO BE NOTIFIED TWO (2) WORKING DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING.
 - ONE COPY OF THE LCU APPROVED/STAMPED CONSTRUCTION PLANS, ALL CONTRACT DOCUMENTS, REFERENCE DOCUMENTS AND TECHNICAL DOCUMENTS SUBMITTED MUST BE KEPT AT THE SITE AND MAINTAINED IN GOOD ORDER.
 - ALL WORK AND MATERIALS, WHICH DO NOT CONFORM TO LCU SPECIFICATIONS, ARE SUBJECT TO REMOVAL AND REPLACEMENT AT THE CONTRACTOR'S EXPENSE.
 - ANY WORK PERFORMED WITHOUT THE KNOWLEDGE OF LCU IS SUBJECT TO RE-EXCAVATION, REMOVAL AND REPLACEMENT OF SAME TO BE DONE AT THE CONTRACTOR'S EXPENSE.
 - LCU INSPECTION STAFF IS TO BE PRESENT FOR ALL HOT TAP PRESSURE TESTS, LIFT STATION START-UPS AND FOR ANY NECESSARY INSPECTION. THE CONTRACTOR IS TO PROVIDE A MINIMUM OF TWO (2) WORKING DAYS NOTICE PRIOR TO SCHEDULING ANY OF THE ABOVE WITH THE EXCEPTION OF THE LIFT STATION START-UP WHICH REQUIRES ONE-WEEK NOTICE.
 - TRAFFIC MUST BE MAINTAINED AT ALL TIMES AS PER LEE COUNTY DEPARTMENT OF TRANSPORTATION (LDDOT) AND PER FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION.
 - THE CONTRACTOR IS TO UNCOVER ALL EXISTING LINES BEING TIED INTO AND VERIFY GRADES BEFORE BEGINNING CONSTRUCTION.
 - LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES AND OTHER FEATURES ARE SHOWN ACCORDING TO THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE PLANS, BUT DO NOT PURPORT TO BE ABSOLUTELY CORRECT. LCU WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS OR THOSE OMITTED FROM THESE PLANS.
 - THE CONTRACTOR SHALL VERIFY ALL UTILITIES AND PROVIDE AT LEAST TWO (2) WORKING DAYS NOTICE TO THE INDIVIDUAL UTILITY COMPANIES, FDOT AND LDDOT PRIOR TO CONSTRUCTION.
 - IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND TAKE ALL POSSIBLE PRECAUTIONS TO AVOID ANY DAMAGE TO ALL UNDERGROUND PIPELINES, TELEPHONE, CABLE TV, ELECTRIC LINES/CONDUITS AND STRUCTURES IN ADVANCE OF ANY CONSTRUCTION. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES THAT MAY OCCUR DUE TO HIS FAILURE TO EXACTLY LOCATE AND PROTECT EXISTING UTILITIES AND STRUCTURES.
 - ANYTHING NOT SHOWN ON THESE DRAWINGS SHOULD BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND SHALL NOT CONSTITUTE AN EXTRA, UNLESS APPROVED BY THE ENGINEER OF RECORD.
 - THE CONTRACTOR SHALL CONTACT THE ENGINEER AND LCU IMMEDIATELY CONCERNING ANY CONFLICTS WITH LCU UTILITIES/STRUCTURES ARISING DURING CONSTRUCTION OF ANY FACILITIES SHOWN ON THESE DRAWINGS.
 - THE CONTRACTOR SHALL VERIFY ALL QUANTITIES SHOWN ON THE PLANS. IF ANY DISCREPANCIES IN QUANTITIES ARE FOUND, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OF RECORD AND LCU.
 - THE CONTRACTOR SHALL REPLACE ALL PAVEMENT, CURBS, DRIVEWAYS, SIDEWALKS, FENCES, ETC., WITH THE SAME TYPE OF MATERIAL THAT WAS REMOVED DURING CONSTRUCTION OR AS DIRECTED BY THE ENGINEER. THE CONTRACTOR SHALL RESTORE ALL AREAS AFFECTED BY THE CONSTRUCTION TO ITS ORIGINAL CONDITION, OR BETTER.
 - WITHIN THE FDOT AND LDDOT RIGHT-OF-WAY, ALL DISTURBED AREAS SHALL RECEIVE GRASSING (SEEDING) OR SODDING MATERIALS IN ACCORDANCE WITH FDOT SPECIFICATIONS. THOSE AREAS THAT ARE CLASSIFIED AS DRAINAGE DITCHES SHALL RECEIVE FULL SOLID SOD.
 - ALL FRAMES, COVERS VALVE BOXES, METER BOXES AND MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE UPON COMPLETION OF PAVING OR RELATED CONSTRUCTION. ALL VALVE PADS SHALL BE POURED IN PLACE. NO PRE-FORMED VALVE PADS WILL BE ALLOWED.
- APPROPRIATE TURBIDITY CONTROL DEVICES (E.G. SILT FENCES, HAY BALES) WILL BE UTILIZED DURING ALL PHASES OF INSTALLATION AND GRADING. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE NOTICE OF INTENT AND NOTICE OF TERMINATION TO THE EPA IN COMPLIANCE WITH LEE COUNTY'S NPDES PERMIT.
 - CONTRACTOR IS RESPONSIBLE FOR DEVELOPING AND MAINTAINING AN EFFECTIVE STORM WATER POLLUTION PREVENTION PLAN.
 - LCU REQUIRES 30" OF COVER FOR ALL UNDERGROUND PIPING EXCEPT UNDER PAVEMENT, WHERE 36" OF COVER IS REQUIRED. IF LCU REQUIRED COVER CANNOT BE MAINTAINED, THE CONTRACTOR SHALL PROVIDE OTHER METHODS OF CONSTRUCTION OR PIPE PROTECTION, WHICH SHALL FIRST BE APPROVED BY LCU AND THE ENGINEER. AT NO ADDITIONAL COST TO THE COUNTY. IF STATE AGENCIES REQUIRE ADDITIONAL COVER, MEETING THE REQUIREMENTS SHALL BE DONE AT NO ADDITIONAL COST TO THE COUNTY.
 - LCU REQUIRES THERE TO BE A MINIMUM OF TEN (10) FEET HORIZONTAL AND 18" VERTICAL SEPARATION BETWEEN POTABLE WATER & SANITARY SEWER MAINS. LCU ALSO REQUIRES MINIMUM OF TEN (10) FEET HORIZONTAL SEPARATION BETWEEN OTHER PUBLIC AND/OR PRIVATE UTILITIES, STRUCTURE(S), BUILDING(S), WALL(S), FOUNTAIN(S), FENCE(S) AND LCU INFRASTRUCTURE UNLESS SPECIFICALLY APPROVED BY LCU.
 - LCU REQUIRES THERE TO BE A MINIMUM OF FIVE (5) FEET HORIZONTAL SEPARATION BETWEEN LCU INFRASTRUCTURE AND DRAINAGE INFRASTRUCTURE, MITERED END SECTIONS, INLETS, ETC. LCU ALSO REQUIRE MINIMUM OF FIVE (5) FEET HORIZONTAL SEPARATION BETWEEN LCU INFRASTRUCTURE AND ALL NEW LIGHT POLE FOUNDATIONS.
 - THE ROOT BALL OF PALM TREES SHALL BE A MINIMUM OF FIVE (5) FEET AND THE ROOT BALL OF SHADE TREES SHALL BE A MINIMUM OF TEN (10) FEET FROM ANY EXISTING OR PROPOSED LCU OWNED AND MAINTAINED PIPE/INFRASTRUCTURE.
 - AS THE WORK PROGRESSES THE CONTRACTOR SHALL RECORD ALL CHANGES AND DEVIATIONS FROM THE LCU STAMPED/APPROVED CONSTRUCTION PLANS. IN ADDITION, HE SHALL RECORD THE EXACT LOCATION OF ALL CHANGES IN VERTICAL AND HORIZONTAL ALIGNMENT WITH COORDINATES WITH RESPECT TO THE NAVD 1988 STATE PLANE FLORIDA WEST COORDINATE SYSTEM AS WELL AS ALL REQUIREMENTS SET FORTH IN THE LCU DESIGN MANUAL. THIS INFORMATION IS TO BE FORWARDED TO THE ENGINEER OF RECORD WHO PREPARED, SIGNED AND SEALED THE APPROVED CONSTRUCTION PLANS, SO THAT HE CAN PREPARE RECORD DRAWINGS PER THE REQUIREMENTS SET FORTH IN THE LCU DESIGN MANUAL.

WATERLINE AND IRRIGATION NOTES:

- ALL WATERLINES 10" AND SMALLER SHALL HAVE A MINIMUM COVER OF 30" AND ALL WATERLINES LARGER THAN 10" SHALL HAVE A MINIMUM COVER OF 36". PER NFPA 24 UNDERGROUND LINES REQUIRED TO BE 36" UNDER DRIVES AND ROADS.
- THE ENDS OF ALL CAPPED IRRIGATION AND POTABLE WATERLINES SHALL BE MARKED WITH ELECTRONIC MARKERS AND 2"x4" STAKES 5' IN LENGTH WITH 2" ABOVE GROUND.
- ALL POTABLE AND IRRIGATION WATERLINES SHALL BE AWWA C-900, DR18 CLASS 150 PVC RUBBER GASKETED PIPE WITH BELL AND SPIGOT ENDS UNLESS NOTED OTHERWISE. ALL VERTICAL DEFLECTIONS AND WATERLINES UNDER PAVEMENT OR SIDEWALK SHALL BE D.I.P. CLASS 50 AS SHOWN IN L.C.U. STANDARD DETAIL NO. 9.6.
- CONTRACTOR SHALL USE 45° BENDS AT CONFLICTS. RESTRAINTS TO BE MEGALUG, TYLER MUR GLANDS OR APPROVED EQUAL. CONTRACTOR SHALL NOT EXCEED 75% OF THE MANUFACTURER'S RECOMMENDED MAXIMUM PIPE DEFLECTION.
- PROPOSED WATERLINE FITTINGS ARE SHOWN AT BENDS IN WATERLINE. ADDITIONAL FITTINGS MAY BE REQUIRED TO BEND WATERLINE AS SHOWN.
- THE CONTRACTOR SHALL PLACE PROPOSED VALVES AS SHOWN. THE VALVE BOX SHALL NOT BE LOCATED IN PAVEMENT, BRICK PAVERS, SIDEWALKS OR DRIVEWAY AREAS.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BLUE / BLUE REFLECTIVE MARKERS AS REQUIRED NEAR PROPOSED FIRE HYDRANTS.
- ALL WATER SERVICES UNDER ROADWAY SHALL BE PLACED IN A SCHEDULE 40 CLASS 160 PVC CASING PIPE.
- ALL COMPONENTS OF THE POTABLE WATER SYSTEM SHALL BE IN CONFORMANCE WITH AMERICAN NATIONAL STANDARDS INSTITUTE / NSF INTERNATIONAL STANDARD 61. ALL COMPONENTS INSTALLATION AND TESTING OF THE POTABLE WATER SYSTEM SHALL BE IN ACCORDANCE WITH ALL AWWA APPLICABLE STANDARDS.
- WHERE HORIZONTAL CLEARANCE FROM WATERLINE TO DRAINAGE STRUCTURE IS LESS THAN 5' CENTER A 20' SECTION OF 8" D.I.P. CL50 AT DRAINAGE STRUCTURE.
- WATER SERVICE TAPS SHALL NOT BE LOCATIONS REQUIRING HORIZONTAL DEFLECTION.
- WATER SERVICES TO MAINTAIN 3' SEPARATION FROM DRAINAGE STRUCTURES.

UTILITY CONTRACTOR:

CONTRACTOR SHALL BE RESPONSIBLE FOR SETTING UP PRECONSTRUCTION MEETINGS WITH THE UTILITY COMPANY AND NOTIFYING ENGINEER'S OFFICE OF TIME AND PLACE.

CONTRACTOR SHALL NOTIFY ENGINEER'S OFFICE OF DATE AND TIME OF ALL PRESSURE TESTS OF ALL LINES AND HYDRANTS SO OFFICE REPRESENTATIVE CAN BE PRESENT.

CONTRACTOR SHALL NOTIFY ENGINEER'S OFFICE OF DATE AND TIME OF ANY LIFT STATION START-UP SO COMPANY REPRESENTATIVE CAN BE PRESENT.

CONTRACTOR SHALL BE RESPONSIBLE FOR AN ASBUILT PLAN INCLUDING: HAVING AN ACCURATE ELEVATION OF TOP OF PIPE AT TEES, ACCURATE MEASUREMENTS OF LENGTHS OF PIPES AND LOCATIONS AND TIE-IN MEASUREMENTS TO ALL BENDS, VALVES AND HYDRANTS. ALL SUCH INFORMATION SHALL BE SUBMITTED TO ENGINEER'S OFFICE WITH A SIGNED (BY YOUR CONTRACTOR) COPY OF THE PLAN AS AN ASBUILT.

UTILITY SERVICE PROVIDERS:

POTABLE WATER

LEE COUNTY UTILITIES
1500 MONROE ST.
FORT MYERS, FL 33902
(239) 533-8845

SANITARY SEWER

LEE COUNTY UTILITIES
1500 MONROE ST.
FORT MYERS, FL 33902
(239) 533-8845

TELEPHONE:

EMBARQ
1500 DANIELS PKWY, #300
FT. MYERS, FL 33912
(239) 590-0440

ELECTRIC:

FLORIDA POWER AND LIGHT COMPANY
17240 S. TAMAMI TRAIL
FT. MYERS, FLORIDA
1-800-375-2434

GARBAGE COLLECTION:

WASTE PRO
13110 RICKENBACKER PARKWAY
FORT MYERS, FL 33913-8847
(239) 537-6800

IRRIGATION WATER

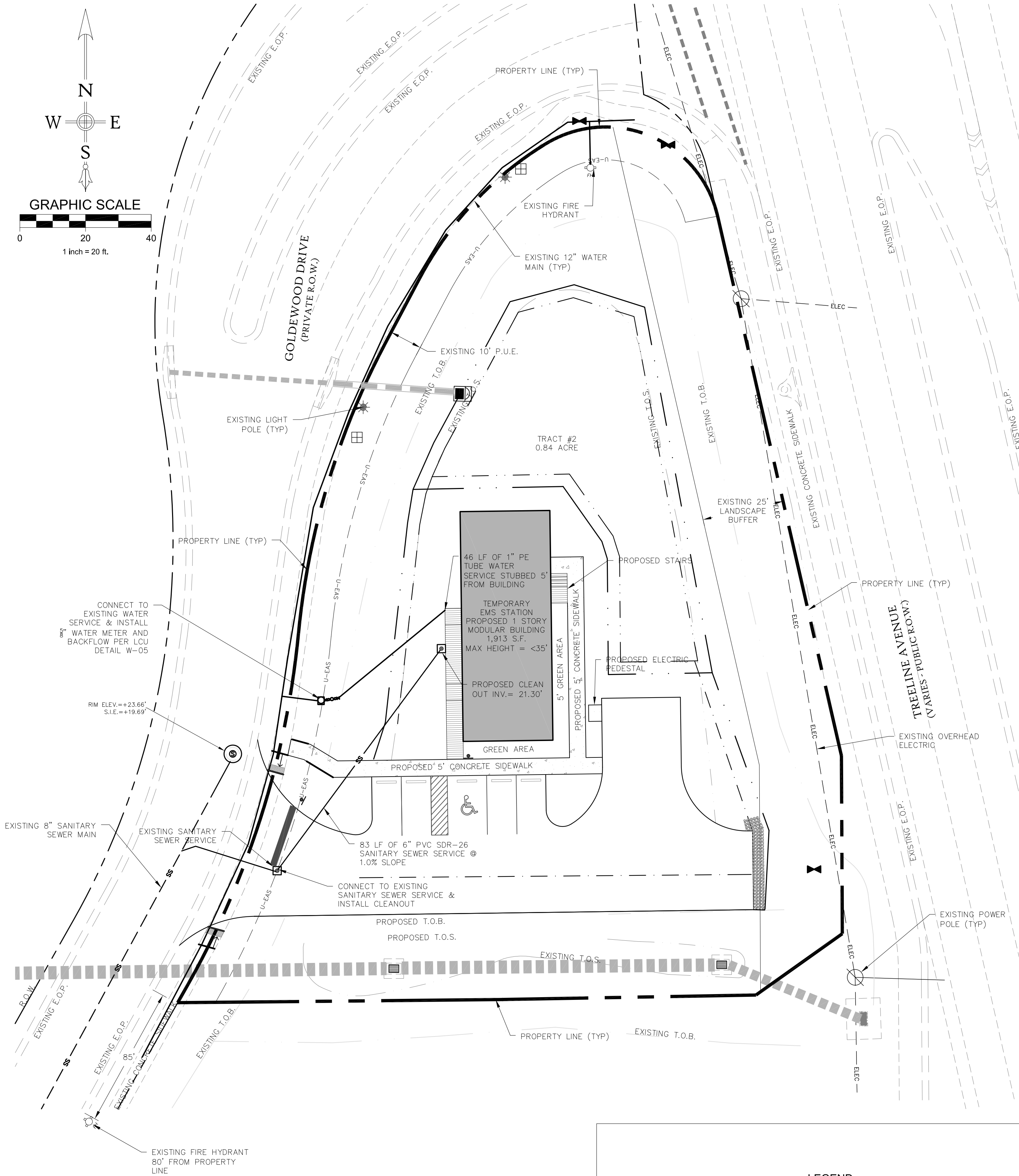
LEE COUNTY UTILITIES
1500 MONROE ST.
FORT MYERS, FL 33902
(239) 533-8845

UTILITY LOCATING SERVICE

SUNSHINE STATE ONE CALL CENTER
PHONE (800) 432-4770
(MINIMUM 48 HOURS NOTICE REQUIRED)

FIRE CONTROL DISTRICT:

SOUTH TRAIL FIRE & RESCUE DISTRICT
5531 HALIFAX AVENUE
FORT MYERS, FLORIDA 33912
(239) 433-0080



CALL BEFORE YOU DIG:

SUNSHINE STATE ONE CALL CENTER
PHONE: (800) 432-4770
(MINIMUM 72 HOURS NOTICE REQUIRED)

LEGEND

- PAINTED HANDICAP PARKING SYMBOL
- PROPOSED BUILDING
- PROPOSED SIDEWALK

- PROPERTY LINE
- EXISTING ROAD RIGHT OF WAY
- EXIST. FEATURES (E.O.P., SIDEWALK, DRIVES, ETC.)
- EXISTING UTILITY EASEMENT
- EXISTING LOT LINES
- EXISTING ROAD CENTERLINE
- EXISTING WATER MAIN
- EXISTING WATER MAIN

UTILITY PLAN
ARBORWOOD - TEMPORARY EMS STATION
LEE COUNTY, FLORIDA

LEE COUNTY
P.O. BOX 398, FORT MYERS, FLORIDA 33902

SHEET #
C-5
JOB # 24-39

Exceptional Engineering, Inc.

P.O. Box 2980, Ft. Myers, FL 33902

Tel. (239) 340-9816 | Fax: (239) 347-6092

Jason W@exceptionaleng.com

Business Cert # 25968



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Scale : 1" = 20'
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CAD : J.P.W.
Check : J.P.W.
File : 24-39-C003

REVISION DESCRIPTION

DATE

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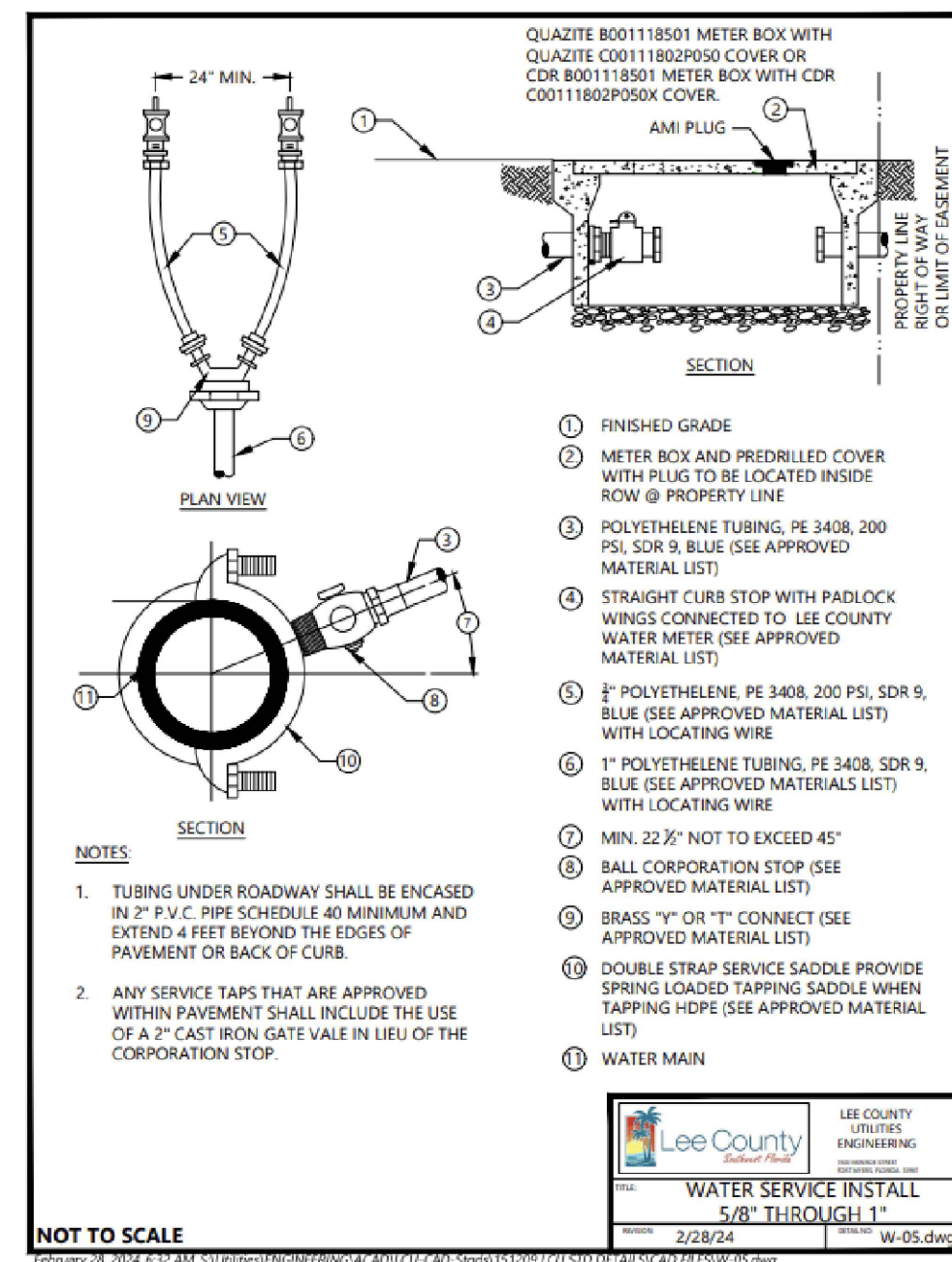
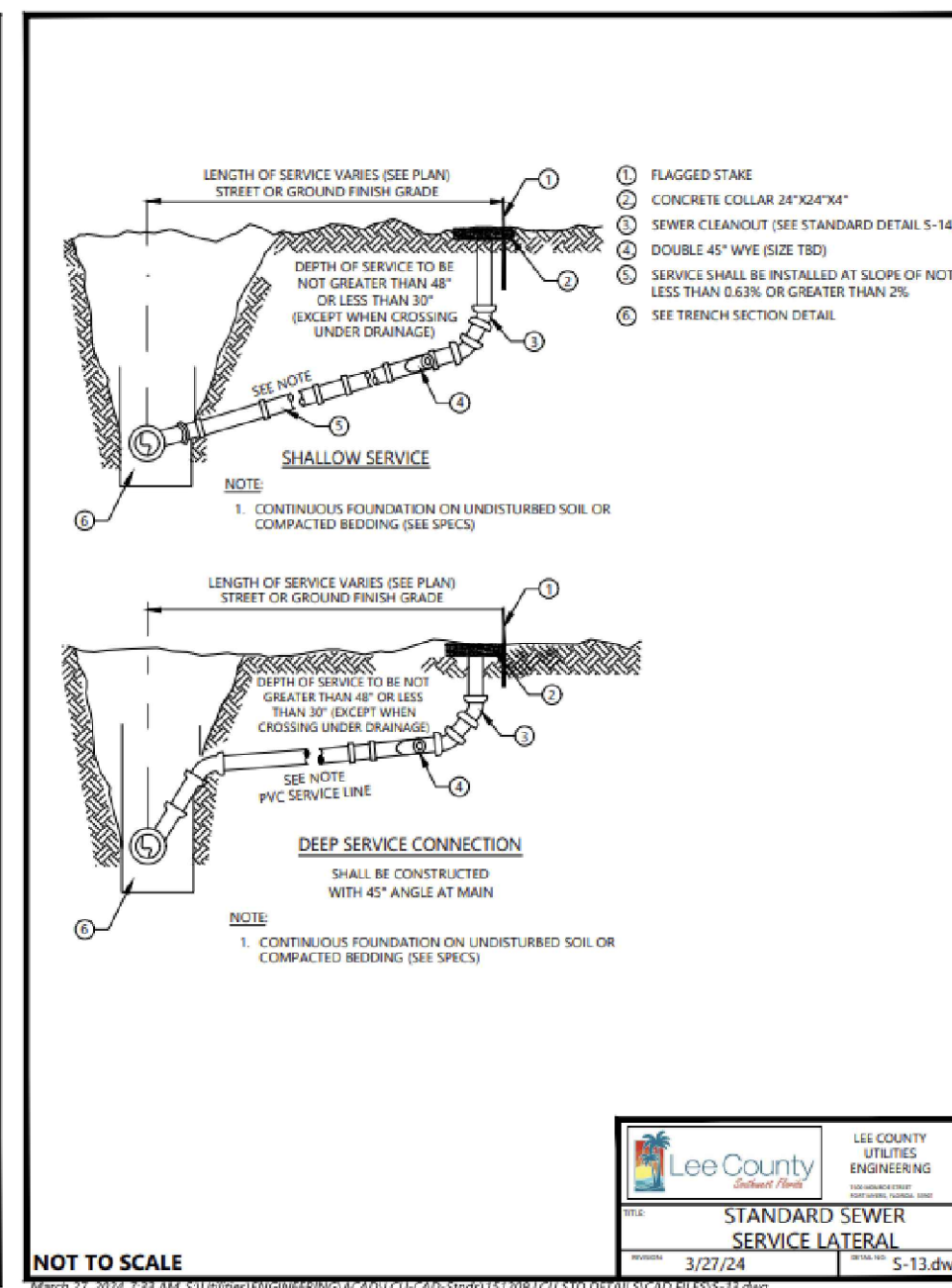
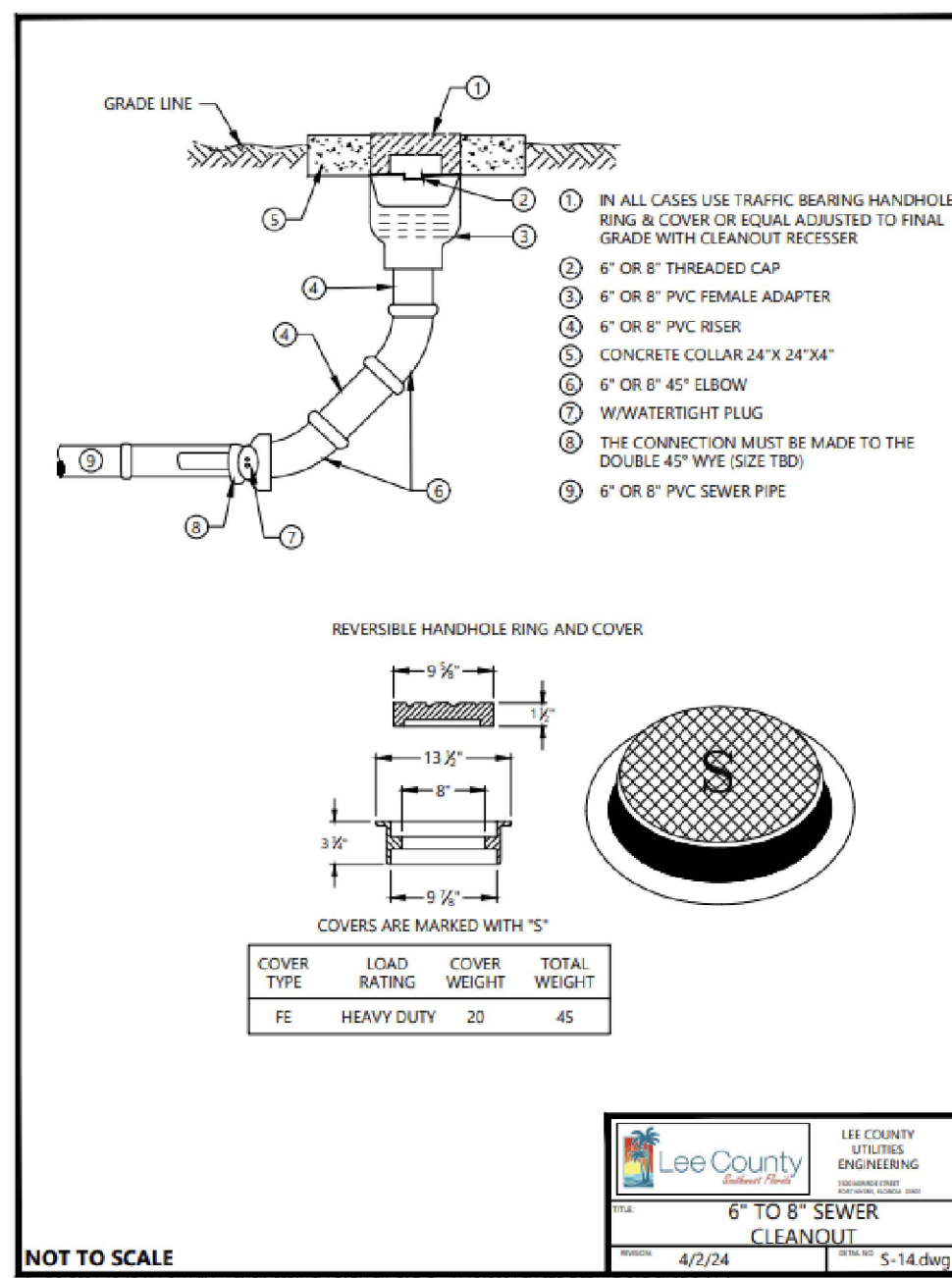
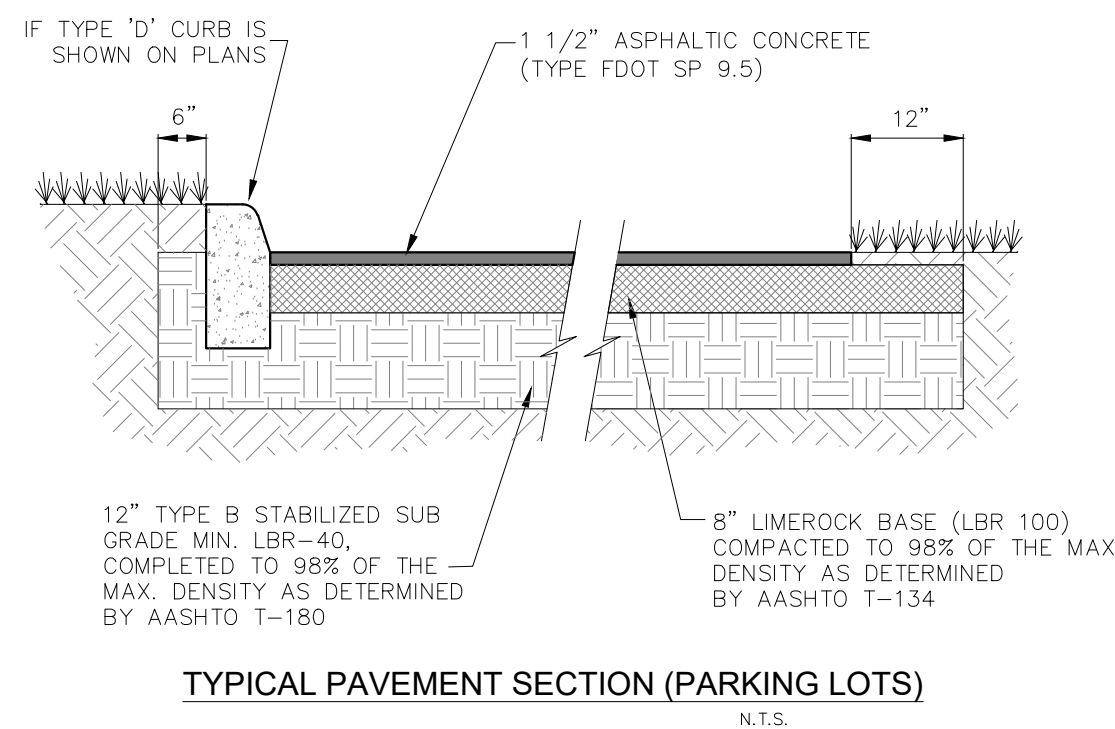
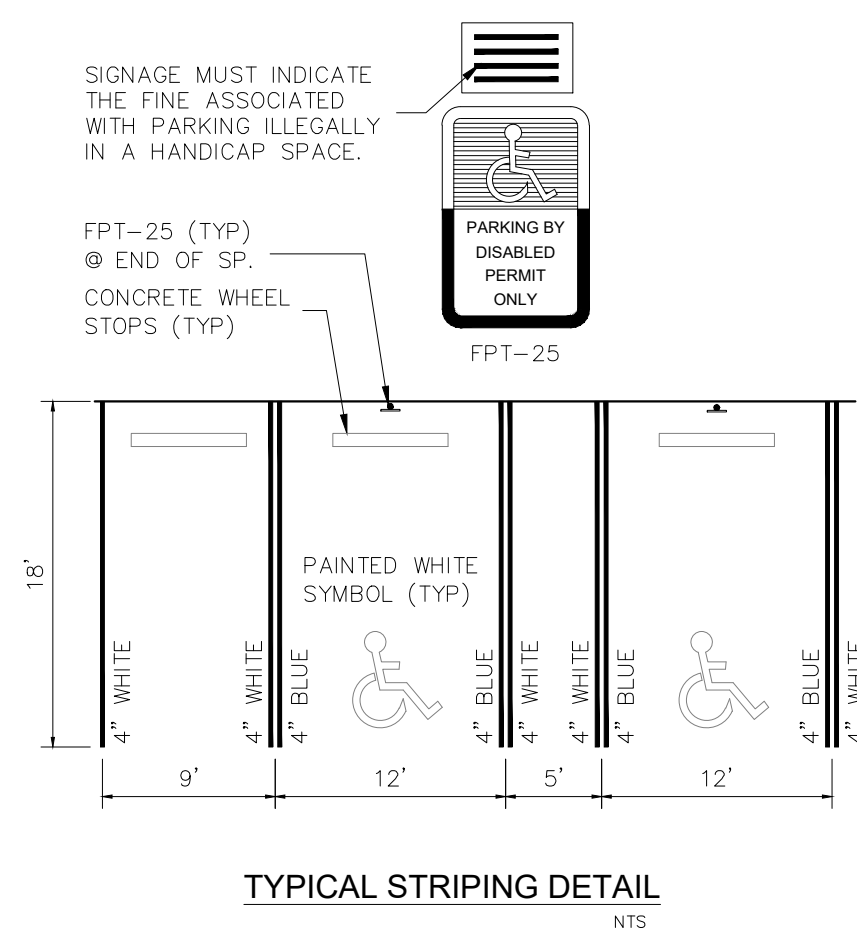
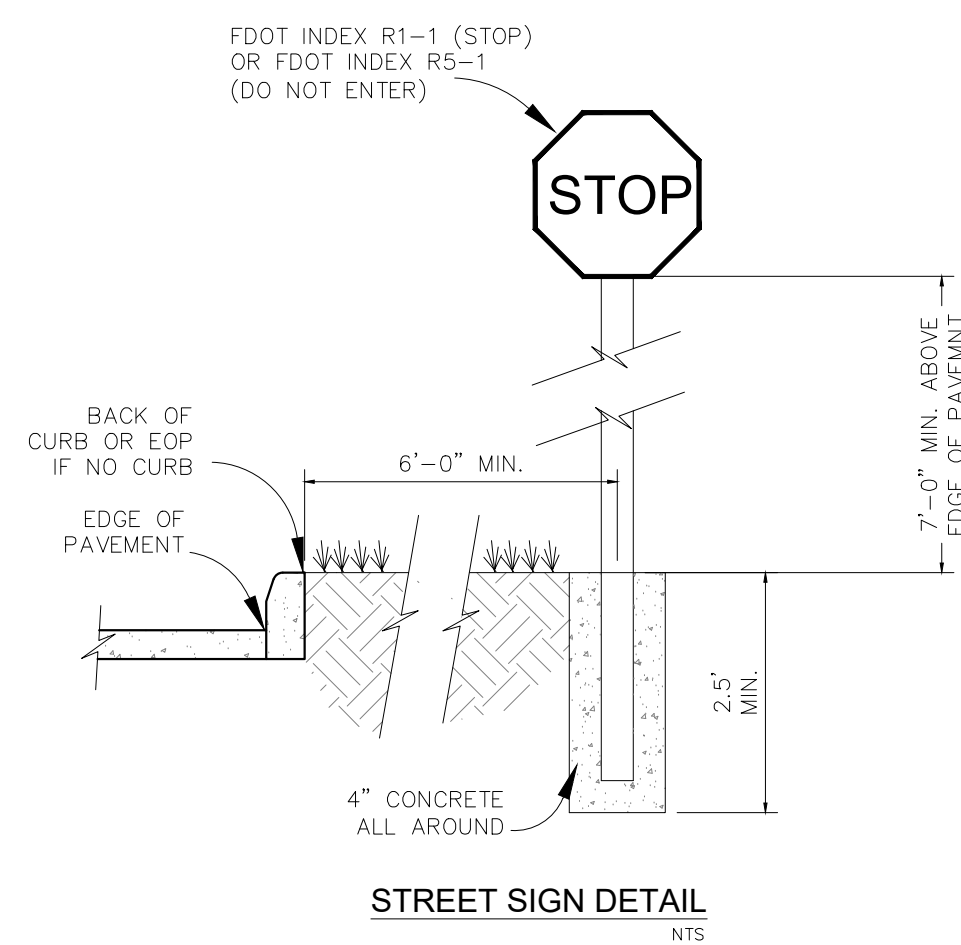
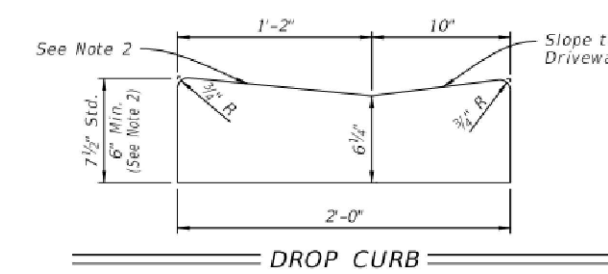
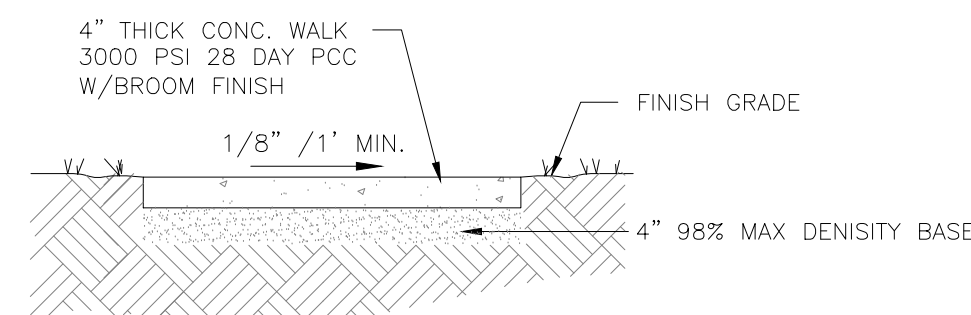
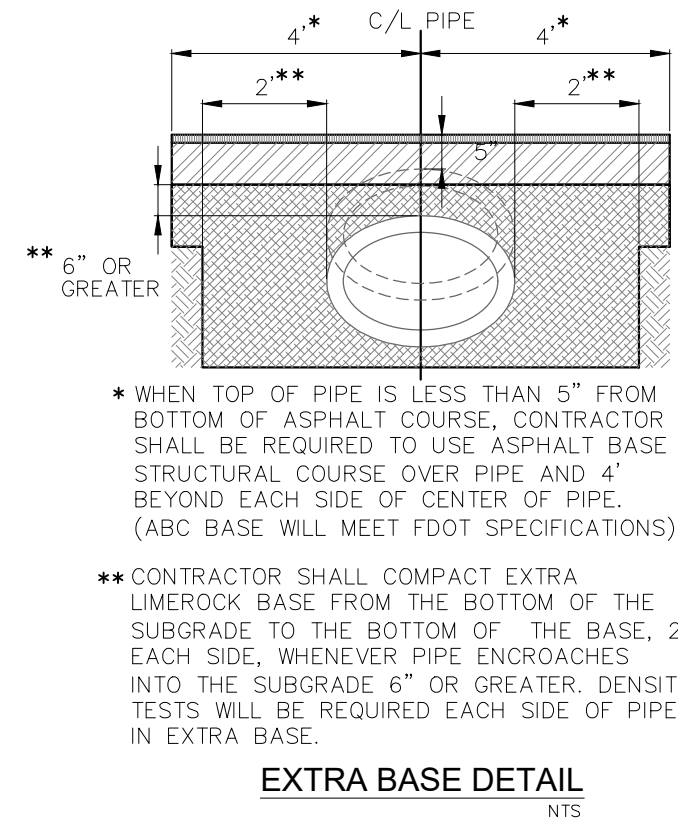
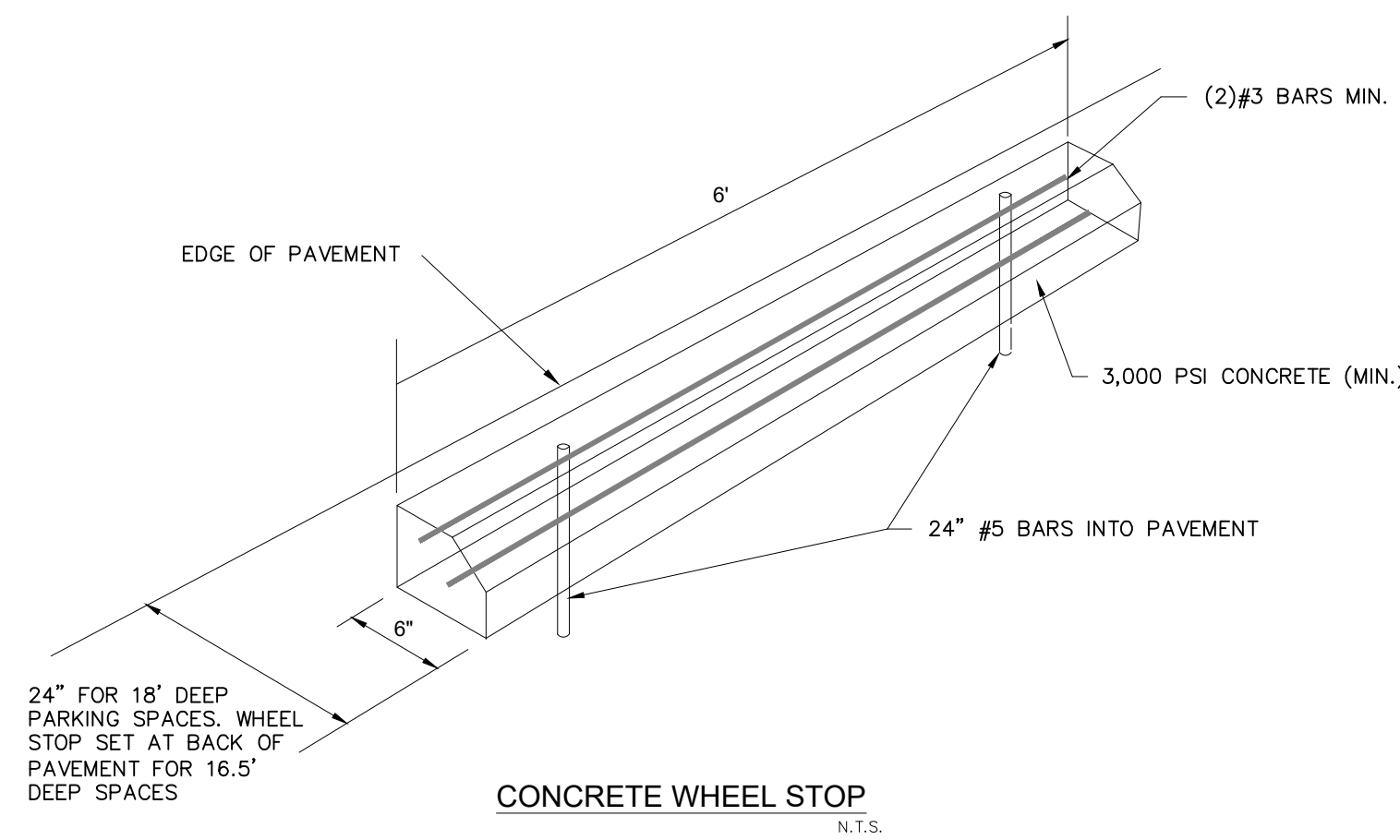
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JASON P. WHITE, PROFESSIONAL ENGINEER, LICENSE NO. 70920

THIS ITEM HAS BEEN DIGITALLY SIGNED BY JASON P. WHITE ON THE DATE

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FLA. REG. P.E. #70920

DATE

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SEAL HAS BEEN VERIFIED

Exceptional Engineering, Inc.
 JASON P. WHITE, PRESIDENT
 10000 W. 10TH AVE., SUITE 100
 DENVER, CO 80231
 TEL: (303) 751-1100
 FAX: (303) 751-1101
 WWW.EXCEPTIONALENG.COM

P.O. Box 2980, Ft. Myers, FL 33902
Tel. (239) 340-0816 | Fax. (239) 347-6992
Jason.W@exceptionaleng.com
Business Cert # 25968

THIS MESSAGE AND ANY ATTACHED FILES WERE DIGITALLY SIGNED BY JASON P. WHITE, PRESIDENT, EXCEPTIONAL ENGINEERING, INC. USING A DIGITAL SIGNATURE CERTIFICATE. THE CONTENTS OF THIS MESSAGE AND ANY ATTACHED FILES WERE NOT VERIFIED BY THE SENDER AND SHOULD NOT BE USED FOR ANY LEGAL OR FINANCIAL PURPOSES. IF YOU DO NOT EXPECT TO RECEIVE THIS MESSAGE, PLEASE CONTACT THE SENDER IMMEDIATELY. IF YOU DO EXPECT TO RECEIVE THIS MESSAGE, PLEASE CONTACT THE SENDER IMMEDIATELY. IF YOU DO NOT EXPECT TO RECEIVE THIS MESSAGE, PLEASE CONTACT THE SENDER IMMEDIATELY. IF YOU DO EXPECT TO RECEIVE THIS MESSAGE, PLEASE CONTACT THE SENDER IMMEDIATELY.



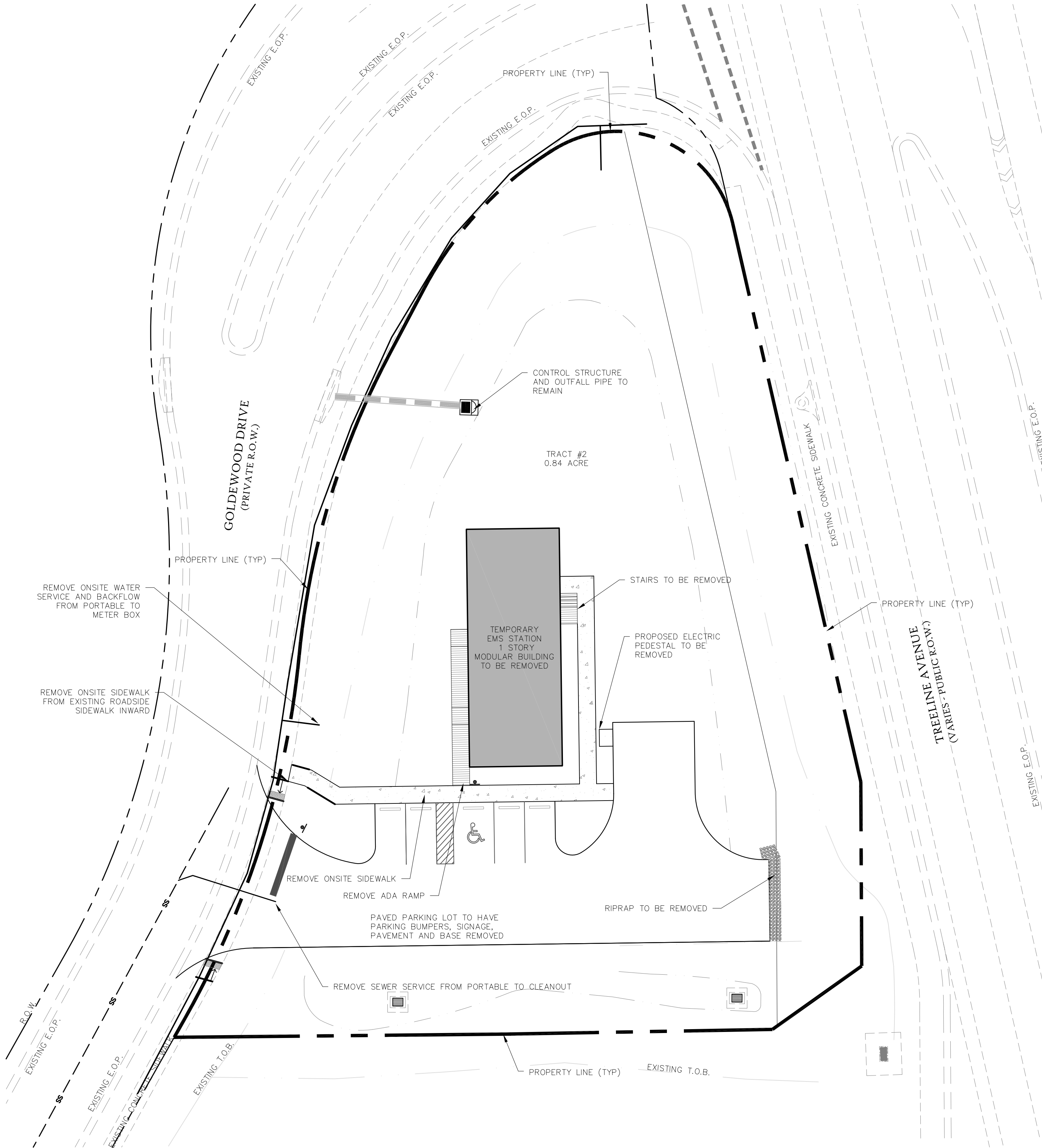
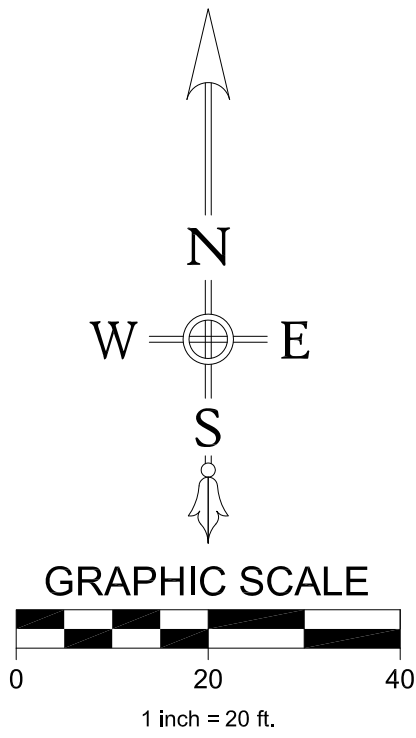
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CAD : J.R.B.
Check : J.P.W.
File : 24-39-D001

GENERAL DETAILS
ARBORWOOD - TEMPORARY EMS STATION
 LEE COUNTY, FLORIDA

LEE COUNTY
 P.O. BOX 398, FORT MYERS, FLORIDA 33902

SHEET #
D-1
JOB # 24-39

ALL DISTURBED AREA IS REQUIRED TO BE SODDED



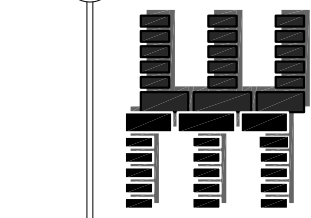
CALL BEFORE YOU DIG:
SUNSHINE STATE ONE CALL CENTER
PHONE: (800) 432-4770
(MINIMUM 72 HOURS NOTICE REQUIRED)

PHASE 2-DEMO PLAN
ARBORWOOD - TEMPORARY EMS STATION
LEE COUNTY, FLORIDA

LEE COUNTY
P.O. BOX 398, FORT MYERS, FLORIDA 33902

Exceptional Engineering, Inc.

P.O. Box 2980, Ft. Myers, FL 33902
Tel. (239) 340-9816 | Fax. (239) 347-6092
Jason W@exceptionaleng.com
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File : 24-39-C003

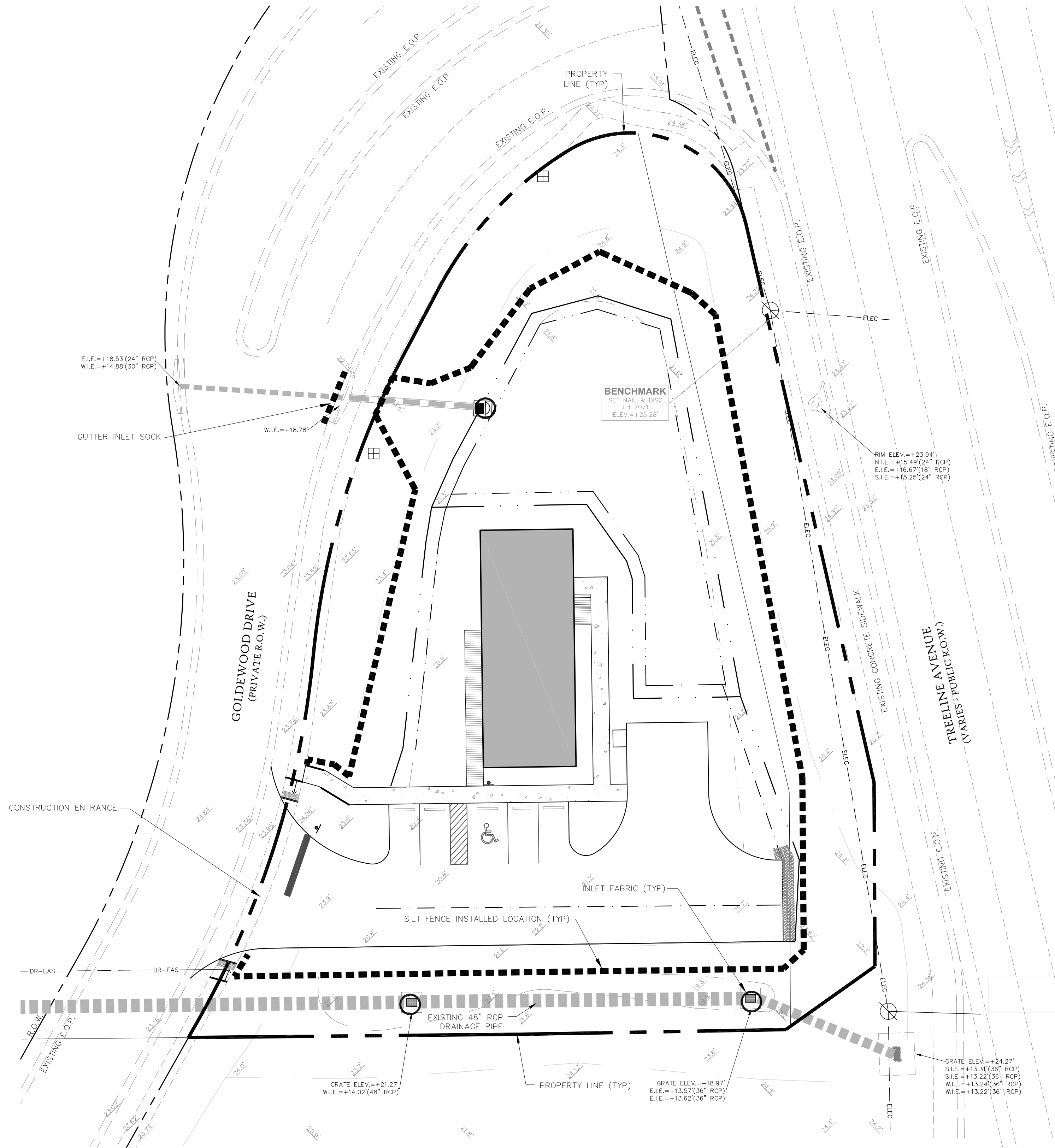
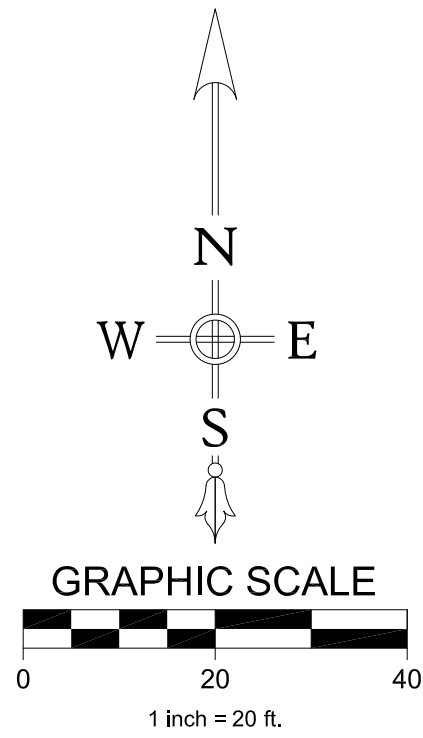
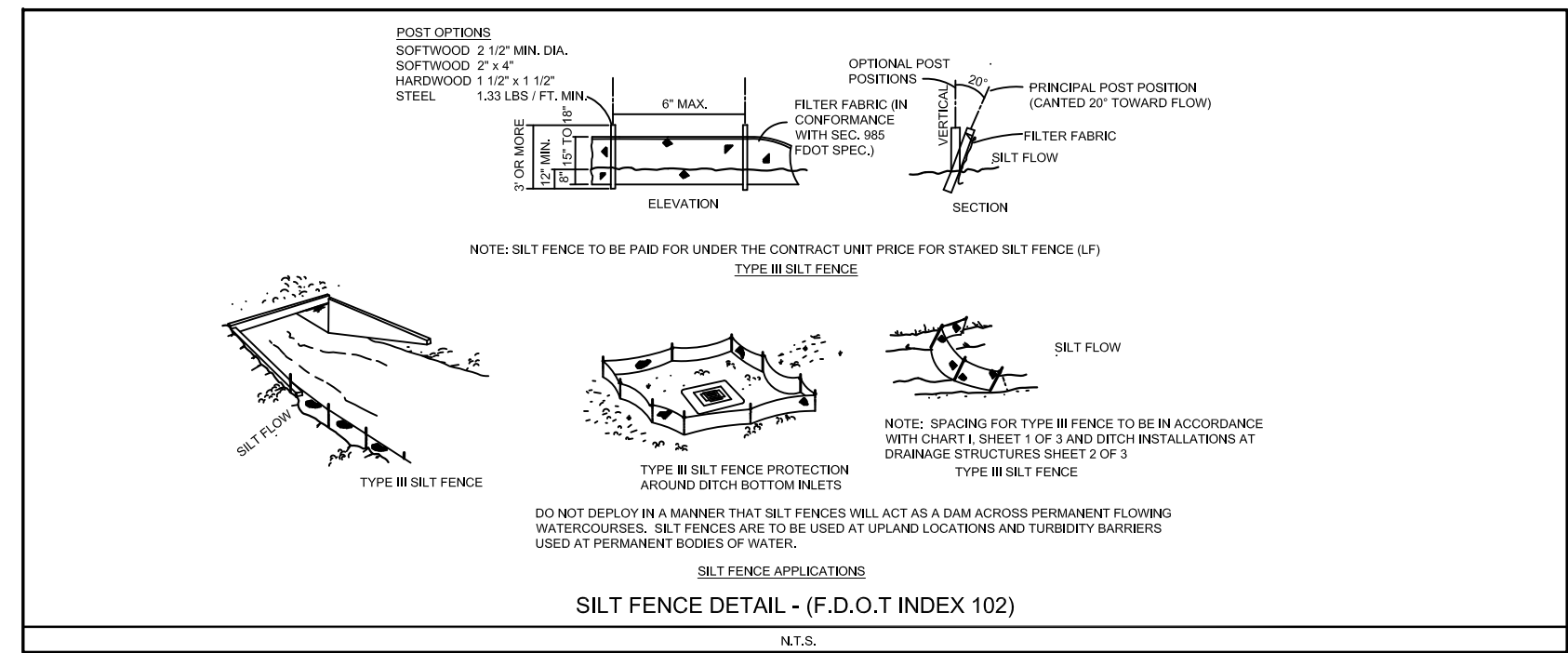
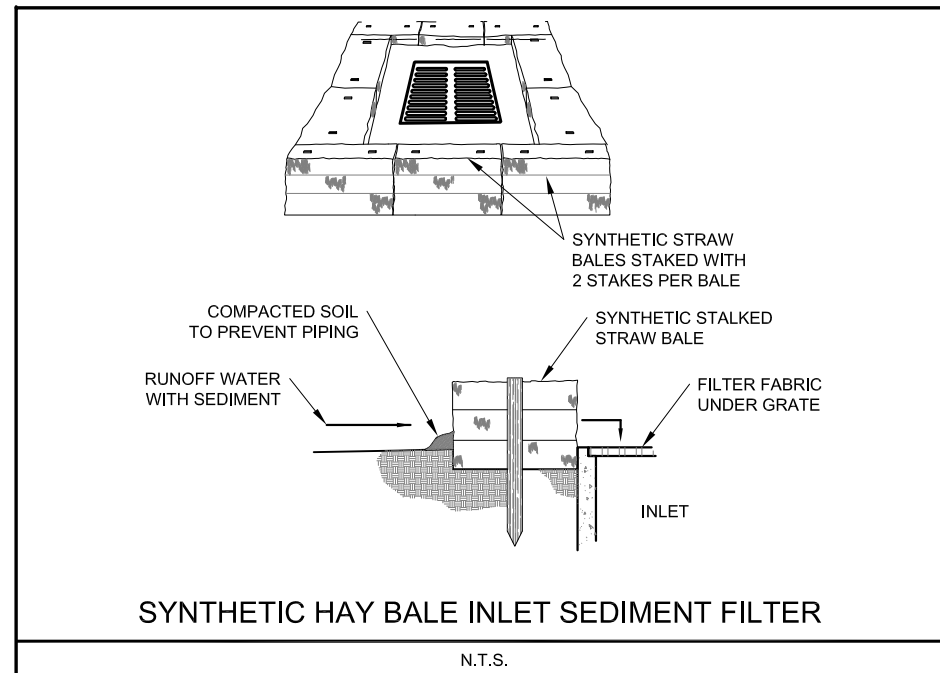
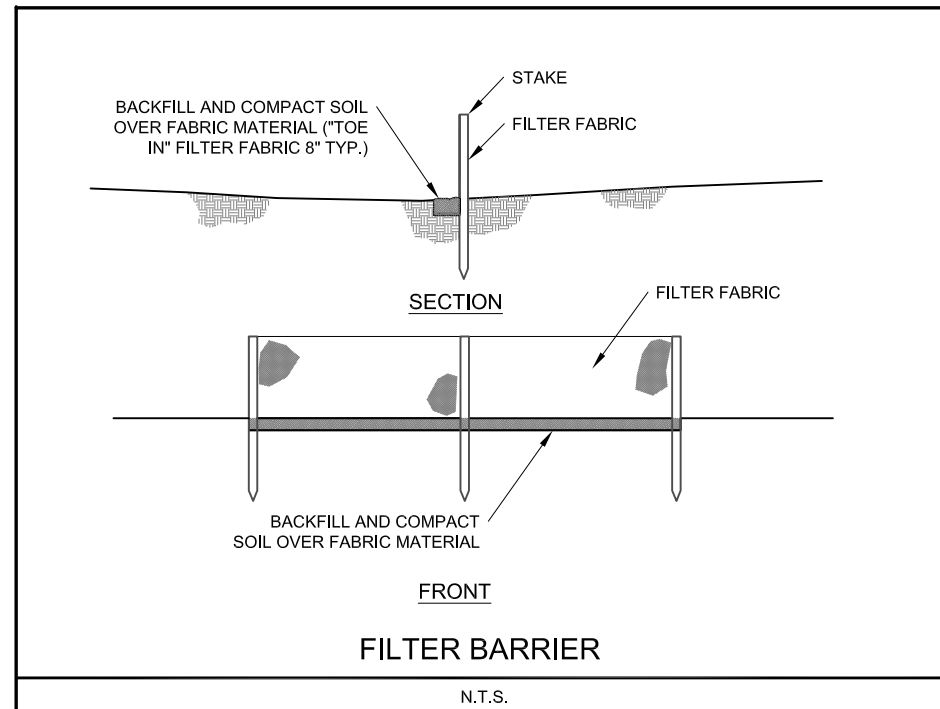
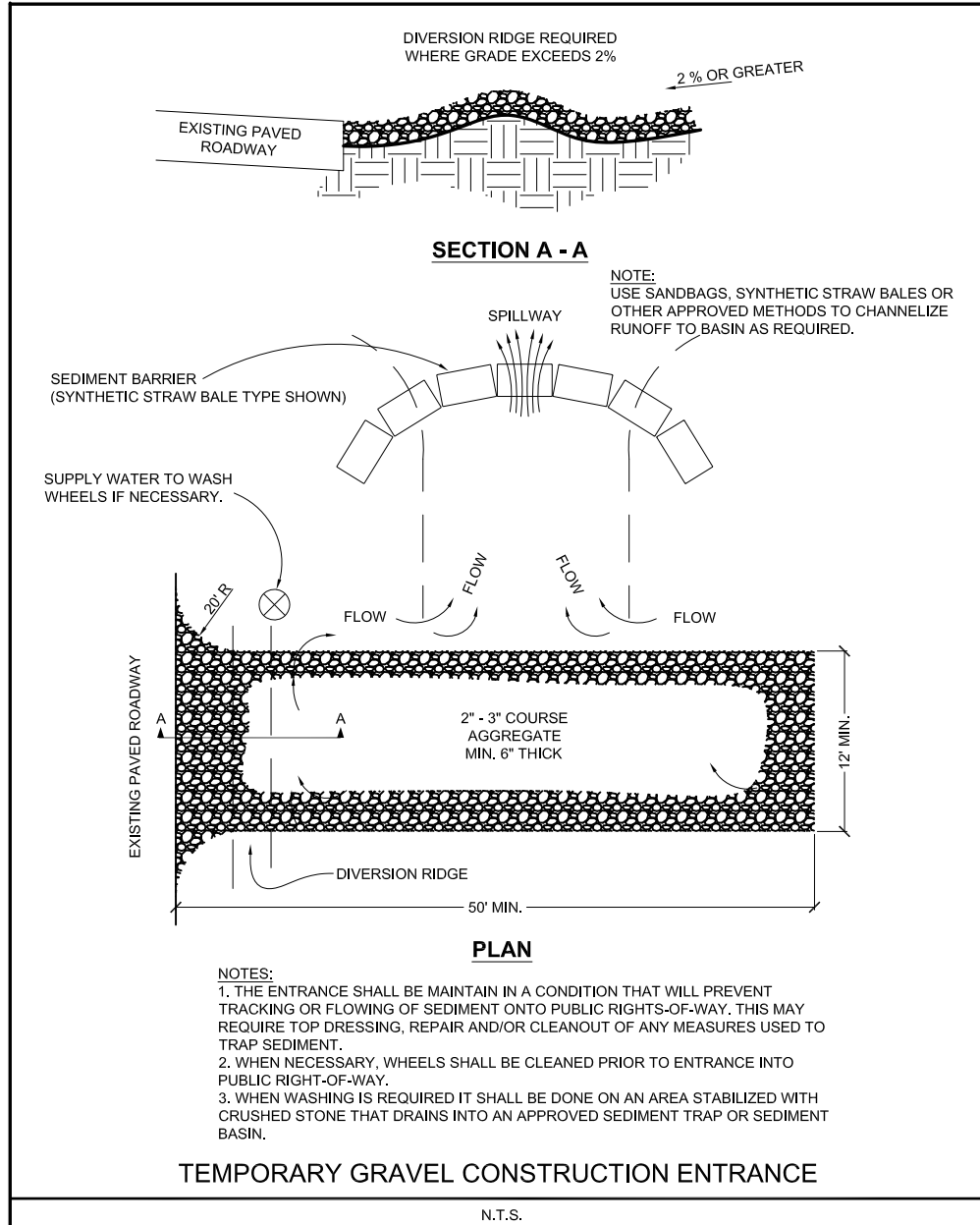
SHEET #
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JOB # 24-39

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SEALED AND THE SEAL MUST
APPEAR ON ANY ELECTRONIC COPIES



INSURANCE GUIDE



Lee County 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."***



Lee County Insurance Requirements

Verification of Coverage:

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

- a. **Under the Description of Operations, the following must read as listed:**

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

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

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

Special Requirements:

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

Revised 12/02/2022 – Page 2 of 2

END OF INSURANCE GUIDE SECTION



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

Bill's Widget Corporation

Filing Information

Document Number 6555555
FEI/EIN Number Date 5111111111111
Filed 1 10/03/2005
State FL
Status ACTIVE
Last Event DROPPING DBA
Event Date Filed Event 09/27/2023
Effective Date NONE

Principal Address

555 N MAIN STREET
ANYTOWN, USA 99999

Verify either Principal or Mailing address is listed in submittal and on Form 1 if submitting a printed, sealed bid.

Changed: 01/05/2011

Mailing Address

555 N MAIN STREET
ANYTOWN, USA 99999

Changed: 01/05/2011

Registered Agent Name & Address

MY REGISTERED AGENT
111 REGISTRATION ROAD
REGISTRATION, USA 99999

Officer/Director Detail

Name & Address

Title P

PRESIDENT, FIRST
555 AVENUE
ANYTOWN, USA 99999

IMPORTANT:
For corporations, ALL documents must be signed by the president of the company or an authorized individual. For any individual other than the president, we will need one of the following to confirm their authority to sign:

1. a corporate resolution by the Board of Directors, or
2. an extract of minutes, or
3. an extract of Vote by the Board of Directors

If the company's articles of incorporation identify additional positions that have the power to bind the corporation, we will accept the articles of incorporation with verification from the president that a certain individual serves in that role (e.g., the president confirms that John Doe is the CEO, and the articles of incorporation provide that the CEO has the power to bind the company).

With respect to an LLC, the authority to bind a limited liability company is controlled by Florida statutes. Managers or managing members have inherent authority to bind an LLC.

If the president of a corporation or a manager/managing member of an LLC delegates their authority, such delegation must be sent to us on company letterhead with the President's or manager's/managing member's original, wet signature.



AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: _____ SOLICITATION NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.** PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

BY REGISTERING AS A VENDOR, SUBMITTING A RESPONSE TO A SOLICITATION, OR ENTERING INTO A CONTRACT, IF YOU ARE OBLIGATED TO COMPLY WITH THE PROVISIONS OF SECTION 448.095, FLA. STAT., "EMPLOYMENT ELIGIBILITY." FURTHER, BY YOUR REGISTRATION AS A VENDOR, RESPONSE TO A SOLICITATION, ENTERING INTO A CONTRACT, YOU AFFIRM AND REPRESENT THAT YOU ARE REGISTERED WITH THE E-VERIFY SYSTEM AND ARE USING SAME, AND WILL CONTINUE TO USE SAME AS REQUIRED BY SECTION 448.095, F.S. COMPLIANCE WITH SECTION 448.095 INCLUDES, BUT IS NOT LIMITED TO, UTILIZATION OF THE E-VERIFY SYSTEM TO VERIFY THE WORK AUTHORIZATION STATUS OF ALL NEWLY HIRED EMPLOYEES, AND REQUIRING ALL SUBCONTRACTORS TO PROVIDE AN AFFIDAVIT ATTESTING THAT THE SUBCONTRACTOR DOES NOT EMPLOY, CONTRACT WITH, OR SUBCONTRACT WITH, AN UNAUTHORIZED ALIEN. FAILURE TO COMPLY WILL LEAD TO TERMINATION AS A VENDOR, DISQUALIFYING YOU FOR AWARD OF A SOLICITATION, DENIAL OF ENTERING INTO A CONTRACT AND/OR, CANCELLATION OF AN ACTIVE CONTRACT, OR IF YOUR SUBCONTRACTOR KNOWINGLY VIOLATES THE STATUTE, THE SUBCONTRACT MUST BE TERMINATED IMMEDIATELY. ANY CHALLENGE TO TERMINATION UNDER THIS PROVISION MUST BE FILED WITH THE DEPARTMENT OF PROCUREMENT MANAGEMENT NO LATER THAN 20 CALENDAR DAYS AFTER THE DATE OF TERMINATION. IF TERMINATED FOR A VIOLATION OF THE STATUTE BY THE VENDOR, THE VENDOR MAY NOT BE ALLOWED TO DO BUSINESS WITH THE COUNTY OR BE AWARDED A SOLICITATION OR CONTRACT FOR A PERIOD OF 1 YEAR AFTER THE DATE OF TERMINATION. ALL COSTS INCURRED TO INITIATE AND SUSTAIN THE AFOREMENTIONED PROGRAMS SHALL BE THE RESPONSIBILITY OF THE VENDOR.

Company Name: _____

Signature

Title

Date

STATE OF _____

COUNTY OF _____

The foregoing instrument was signed and acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____

_____ day of _____, 20____, by _____ who has produced

(Print or Type Name)

_____ as identification.

(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



ALLEGED NEGLIGENCE/BREACH OF CONTRACT/NON-COMPLIANCE WITH GOVERNMENTAL REGULATION FORM

“Please fill in the form below. Provide details for each incident of alleged negligence, breach of contract or non-compliance with governmental regulation that has occurred over the past 10 years. Examples of non-compliance with governmental regulation include but are not limited to zoning violations, code enforcement violations, civil or criminal citations, denial, or revocation of permits. Provide details for all entities currently or previously owned in whole or in part by the proposer in the last 10 years. Please complete in chronological order with the most recent incident starting on page 1. Please do not modify this form (expansion of spacing allowed) or submit your own variation.”

Company Name: _____

Type of Incident <i>Alleged Negligence, Breach of Contract, or Non-Compliance</i>	Incident Date And Date Filed	Plaintiff <i>(Company, person, entity-acted against your company or state if your company initiated the action)</i>	Case Number	Court <i>(Name of State and County)</i>	Project <i>(Address and Name)</i>	Allegation <i>(Stated reason your company was accused of negligence, breach of contract or non-compliance of governmental regulation or the allegations your company made)</i>	Final Outcome <i>(Who prevailed and how)</i>

Make as many copies of this sheet as necessary to **provide a 10-year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name and write “NONE” in the first “Type of Incident” box** of this page and return with your proposal package. This form should also include the primary partners listed in your proposal. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous.

Proposals may be declared “non-responsive” due to omissions of “Negligence or Breach of Contract” on this disclosure form. Additionally, proposals may be declared “not responsible” due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the proposer to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.

Page Number: _____ Of _____ Total pages



SUB-CONTRACTOR/CONSULTANT LIST

Sub-Contractor/ Consultant Company Name as it appears on Sunbiz	Area Of Work	Point Of Contact Or Project Supervisor	Contact Info Phone or Email	Qualified DBE, MBE, WBE, VBE or Similar	Amount or Percentage of Total

Please include sub-contractor/consultant name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and/or email. Also include the dollar value or percentage that the sub-contractor/consultant will be performing. If sub-contractor/consultant qualifies as a current certificate Florida Certified Business Enterprise such as MBE, WBE, DBE, VBE or similar please indicate such above and provide proof of certification.

Public Entity Crime Form

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this

____ day of _____ 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

**AFFIDAVIT OF COMPLIANCE WITH SECTIONS
287.138 and 787.06, FLORIDA STATUTES**

Before me, the undersigned authority, personally appeared **(Name of affiant)**
_____, who, after being first duly sworn, deposes and says
of his or her personal knowledge the following:

1. Affiant is the **(Title)**_____ of **(Business Name)**
_____ which does
business in the State of Florida, hereinafter called the “Vendor.”
2. Vendor, pursuant to Section 287.138, Florida Statutes, certifies that (1) Vendor is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a “controlling interest” in Vendor, as defined by Section 287.138(1)(a), Florida Statutes; and (3) Vendor is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this affidavit, foreign country of concern means the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes, as amended from time to time.
3. Vendor, pursuant to Section 787.06, Florida Statutes, certifies that Vendor does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, as amended from time to time.
4. This Affidavit is executed by the Vendor in accordance with Section 287.138, Florida Statutes, for the purposes of preventing the County from entering contracts with foreign entities of concern which would provide Vendor access to an individual’s personal identifying information.

5. This Affidavit is executed by the Vendor in accordance with Section 787.06, Florida Statutes.

(Signature)

(Date)

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me, by means of ☐ physical presence or ☐ online notarization,
this ____ day of _____, 20____, by _____ who has produced
(Print or Type Name)

_____ as identification.
(Type of Identification)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

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: _____

Signature

STATE OF _____

Name/Title

COUNTY OF _____

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, _____, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: (Type of Identification) _____.

[Stamp/Seal Required]

Signature, Notary Public

Cut along the outer border and affix this label to your sealed solicitation envelope to identify it as a “Sealed Bid”.

Only Applicable for hand delivered bids – Not required for electronic submissions

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	_____
BID TITLE:	_____
DATE DUE:	_____
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	_____
	(Name of Company)
e-mail address	Telephone
DELIVER TO: Lee County Procurement Management 2115 Second Street, 1st Floor Fort Myers, FL 33901	



***Notice:** The Date Due/Bid Due Date/Opening Date as stated on this label and other forms contained herein may have been updated via issuance of Addenda against this project. It is the sole responsibility of the Contractor/Vendor to monitor the County project webpage for any updates to the Date Due/Bid Due Date/Opening Date via Addenda. This label nor other original forms may not be updated. Contractor/Vendor may strike through and update Date Due/Bid Due Date/Opening Date at their discretion to match any updates to this date that have been published via Addenda.

Submission received after the time and date of the Date Due/Bid Due Date/Opening Date will not be accepted at the sole discretion of the County.

PLEASE PRINT CLEARLY