

**AGREEMENT FOR MOWING AND LANDSCAPE MAINTENANCE
FOR LEE COUNTY LIBRARIES**

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

WITNESSETH

WHEREAS, the County intends to purchase mowing and landscape maintenance services for all of the Lee County Library System libraries from the Vendor in connection with "B180368KLC Mowing and Landscape Maintenance for Lee County Libraries" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B180368KLC on June 29, 2018; and,

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

WHEREAS, the County posted a Notice of Intended Decision on August 7, 2018; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase in accordance with the project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B180368KLC, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for one (1) two (2) year period. There may be an option to renew this Agreement for three (3) additional one (1) year periods based upon the mutual written agreement of the parties. The effective date shall be the

date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to Solicitation No. B180368KLC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance

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

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
 - 2) upon request from the County, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement.

- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any unforeseeable and unavoidable cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

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

XIV. STOP WORK ORDER

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

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

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

XV. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	<u>Teena Zielinski</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>15980 Old Olga Rd.</u>	Address:	<u>P.O. Box 398</u>	
	<u>Alva, FL 33920</u>		<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-694-4848</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-694-4848</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>ztepet@comcast.net</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order
 - 3. Solicitation No. B180368KLC
 - 4. Vendor's Submittal in Response to Solicitation No. B180368KLC

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

WITNESS:

Signed By: [Signature]

Print Name: Jeanne M Wend

P&T LAWN & TRACTOR SERVICE, INC

Signed By: [Signature]

Print Name: Teena Zielinski

Title: President

Date: August 17, 2018

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

CHAIR

DATE: 10-12-18

ATTEST:

CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]

DEPUTY CLERK

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

BY: [Signature]

OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SCOPE OF SERVICES

SCOPE OF WORK AND SPECIFICATIONS

The intent of this bid is to provide mowing and landscape maintenance services to all of the various Libraries in Lee County to include but not limited to: tree care and trimming, mowing, weeding, mulching and fertilization, pest and weed control, plant replacement etc. Some of the Libraries have all native gardens of which you will be asked to upkeep and maintain.

BASIS OF AWARD

The basis of award for this bid will be the low bidder by area (i.e. Area One) meeting specifications or overall low bidder meeting specifications.

Lee County reserves the right, at the County's discretion, to award to either one single vendor or to no more than three individual vendors.

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

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

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

VENDOR REQUIREMENTS

Vendors submitting bids must be able to schedule personnel appropriately to service these sites as necessary, and as climatic conditions change. The company must have available the equipment and personnel necessary to service the site(s) of this size and type.

The awarded Vendor(s) will be required to submit a monthly schedule showing the mowing, maintenance, weed control, pesticide, fertilization, trimming of the shrubs when required, etc. to the Facilities Coordinator.

WORKMANSHIP AND INSPECTION

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

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

CONSUMER PRICE INDEX ADJUSTMENT

Rates may increase annually to a maximum of 4% or per the CPI Index, whichever is less. The CPI Index to be utilized shall be the CPI-All Urban Consumers, Series ID CUUR0000SA0, Not Seasonally Adjusted (NSA); https://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths. The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made. The request to increase rates must be made in writing to the Lee County Procurement Management Department and supported by detailed justification which warrants the requested increase. The Consultant shall submit its written request at least (60) calendar days prior to the renewal date / anniversary of the agreement in order for a request to be considered by the County. The County shall review the Consultant's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the Consultant to request an increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year will be forfeited.

B180368KLC Mowing and Landscape Maintenance for Lee County Libraries

EXHIBIT A SCOPE OF SERVICES

TOLLS

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

MAJOR BREAKDOWNS/NATURAL DISASTERS

Lee County requires that the awarded vendor provide the name of a contact person and phone number which will afford Lee County access twenty-four hours per day, 365 days per year, to provide landscape maintenance, in the event of major breakdowns or natural disasters.

ADDING OR DELETING OF SITES OR SERVICES

At Lee County's discretion, services and/or sites may be added or deleted.

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

Lee County reserves the right to delete or cancel any site at the quoted price.

At Lee County's discretion, sites and parts of sites listed within the price proposal may be deleted. If part of a site is deleted, the payment will be reduced proportionate to the amount of space deleted.

ASSIGNMENT OF THIS CONTRACT

The vendor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by a Library representative.

SUPERVISION AND SAFETY

The Vendor shall be responsible for the supervision and direction of the work performed by his employees and shall, at all times provide a full time manager or crew leader on the premises to carry out the responsibility. The manager or crew leader shall have the authority to act as agent for the Vendor in his/her absence, and shall be fully qualified to implement the contract specifications.

The Vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded vendor shall be maintained in a safe operating condition. At all times it shall be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment shall be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

During work hours a qualified and competent English speaking person, who is authorized to supervise, must be on site to supervise the maintenance operations and to represent and act for the vendor.

MATERIALS AND EQUIPMENT

The Vendor shall be responsible for the complete performance of all work and for the methods, means and equipment used, and for all materials, tools, apparatus, and property of every description used in connection therewith.

The Vendor shall furnish and maintain all the necessary equipment. The County may conduct an inspection at any time to verify equipment condition.

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EXHIBIT A SCOPE OF SERVICES

UNCLASSIFIED

TECHNICAL REQUIREMENTS:

The Vendor is encouraged to visit the work sites and familiarize themselves with the conditions as they exist and the operations to be carried out under this quote. Vendor shall make such investigation as they may see fit so that they may fully understand the facilities, difficulties and restrictions attending the execution of the work under this bid. In order to have the least amount of disruption to the day to day business of the Libraries please do not go inside the Library to ask questions. All questions need to be addressed to me via e-mail @ kciccarelli@leegov.com.

MOWING

The awarded vendor will receive a walk-through of each of the sites to answer any minor procedural questions about the mowing process at a specific site.

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

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

The vendor shall be responsible for cleanup of any debris or cuttings thrown or dragged by his machinery onto adjacent property and roadways.

Any damage to buildings, trees, utilities, etc. shall be reported by the vendor to the Library's representative within 24 hours.

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, to include, but not limited to walkways, curbs, drives, roadways, beds, buildings, fences, etc.

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

NOTE: When service is requested by the County, should either the mowers or any of the other required equipment not be operational, the awarded vendor shall be responsible for renting equipment similar to what is specified herein. ANY COST INVOLVED IN THE RENTAL OF EQUIPMENT SHALL BE AT NO ADDITIONAL CHARGE TO LEE COUNTY.

EDGING

The Vendor shall edge all drives, curbs, parking areas, walkways, fences, and/or any other area that can be edged, on each site visit. Edging shall be performed by using a mechanical edger. This will include against planting beds that are mulched, careful not to disturb the mulch. If the vendor disturbs the mulched area he must smooth out the mulch or replace the mulch at his own expense.

LINE TRIMMING

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

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EXHIBIT A SCOPE OF SERVICES

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

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

The Vendor shall in his own containers and at his own expense, remove and properly dispose of (not on County's/City's right-of-way or property) all waste materials described herein. Debris must be properly disposed of according to local codes and ordinances. Debris must be hauled away each time and not left at the Libraries for disposal.

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

WEEDING AND WEED CONTROL

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

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

For all of the Libraries that have all native plantings the planting beds should be weeded twice a month during season and once every three weeks all the other times. Care must be taken to properly trim back the native plants. All trimming must be approved by the Facilities Coordinator.

DISEASE AND INSECT CONTROL (INCLUDING ANT CONTROL)

Disease and insect control (on plants, shrubs and trees) shall be addressed by the vendor as needed or requested by the Facilities Coordinator. Control shall be addressed in a timely manner to control the infestation. Pest control for turf will be on an as needed basis for all insects such as, but not limited to, chinch bugs, crickets, mole crickets, ants, grub worms, white flies, etc.

Ant Control: Treat mounds as they appear. All inactive mounds shall be leveled to match the existing grade.

FERTILIZATION

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

Please provide the Library representative with a schedule for pest control and fertilization throughout the year to be approved by the Facilities Coordinator.

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

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EXHIBIT A SCOPE OF SERVICES

04-11-2020/2024
Turf shall receive a minimum of four lbs. of nitrogen per 1,000 sq. ft. distributed evenly between four applications per year, normally in February, May, July and September.

SPRINKLER HEADS

The vendor shall maintain proper operating conditions around all sprinkler heads. Please make sure that all the grass is removed from around the sprinkler heads so they may function properly.

Any damage to sprinkler systems must be reported to the Facilities Coordinator on the day it occurs. Such repairs will be at the vendor's expense if caused by the vendor's employees. Lee County will make such repairs as necessary and deduct from payment due.

TREE CARE

Vendor must have a registered arborist available for the purpose of overseeing all aspects of tree maintenance and care when needed. The vendor must use as minimum standards and guidelines those of the ISA (International Society of Arboriculture).

An overall assessment of the trees on the property shall be performed at the commencement of the contract and a list of recommendations for either replacement or enhancement be provided in the form of an ongoing five year plan to the Facilities Coordinator.

The vendor shall be licensed to do any applications of pesticides, fertilizers, defoliant etc. as needed to protect the healthy growth of all trees, shrubs and plantings on the Library properties

PRUNING

All trim work and pruning shall follow the ISA guidelines for trimming and pruning.

The Vendor shall keep all hedges, shrubs, trees, and ground cover trimmed so as to present a neat, well-kept appearance. All sucker growth shall be removed during each visit. The Vendor shall keep all coconut trees free of coconuts.

Removal of diseased and damaged wood and shrubs shall be done at any time, as necessary, and not included as regular pruning.

Allow plants to grow in their natural form. Do not shear, except the hedges.

TRIMMING OF TREES

The intent of this tree trimming section is to maintain all trees through the selective, regular removal of dead or damaged branches to balance foliage canopy for the attractive and natural form, to remove crossing branches, narrow crotches, water sprouts, coconuts, berries etc. for the soundness and health of the tree, and to remove branches which may become a nuisances by rubbing structures, overhanging walkways, etc. through using the services of the arborist to carry out all of these functions.

Trimming of all trees under this contract will be the responsibility of the Vendor, including labor and equipment. If it is necessary to use a boom truck for such trimmings, the Vendor will work with the Facilities Coordinator to schedule. No spiking of trees will be permitted.

Trimming of very large trees should not be more frequent than two times per year, however, the Facilities Coordinator may, under certain circumstances, request extra trimmings.

EXHIBIT A SCOPE OF SERVICES

Trimming of trees around the buildings and parking lots shall be scheduled during times when the minimum amounts of people are using these areas (i.e. early morning or weekends). Vendor shall notify the Facilities Coordinator of the tree trimming schedule.

One of the main trimming events shall precede the hurricane season in order to prevent damages that may occur.

All trim work and pruning shall follow the ISA guidelines for trimming and pruning.

Vendor shall notify the Facilities Coordinator of any trees that are dead and need to be removed or replaced. The Library 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, prior approval must be obtained from the Facilities Coordinator.

REPLACEMENT PLANTS

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, it will be the vendor's responsibility to replace and restore the site to its original condition. Approved replacements shall be furnished and planted at no additional cost to the County.

The Library reserves the right to purchase and replace new trees, shrubs or plants or to ask the awarded vendor to quote prices for replacement plants on an as needed basis.

MULCHING

During each visit the vendor will smooth out the mulch in the beds, around the buildings or anywhere on the grounds. The mulch must be maintained at all times at an acceptable depth of 3" as recommended by ISA and proper distance away from plantings and trees at no extra charge to the Library.

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

Wherever possible no tree roots shall be surface non-mulched.

The preferred mulch will be Flora mulch with a 3 inch layer unless otherwise requested. The Vendor shall follow ISA guidelines for depth and distance away from tree trunk bases to insure the healthiest conditions for trees a minimum of 2-3 inches away from the base.

The entire site may be required to be mulched. It will be at the discretion of the Facilities Coordinator.

Due to Lee County Administrative Code AC-5-9, cypress mulch is not acceptable. Cypress mulch shall not be included in the Florida Landscape Mulch.

EXOTIC PLANT REMOVAL

If the vendor notices some invasive or exotic plants, please notify the Facilities Coordinator so an arrangement can be made for the proper treatment and removal for invasive and exotic plants.

Lee County has a contract in place for exotic plant removal.

End of Scope of Work and Specifications Section

EXHIBIT A SCOPE OF SERVICES



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: July 13, 2018

Solicitation No.: B180368KLC

Solicitation Name: Mowing and Landscape Maintenance for Lee County

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.

NOTE: FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.

1.	Additional Information for Area 2C. The Fort Myers Regional Library 2450 First St. Fort Myers, FL 33901
Answer	The Fort Myers Regional Library has Zoysia grass. Zoysia grass requires more care then the other grasses. It must be mowed with either a reel type or rotary mower. Zoysia grass should be mowed at a height of 2 – 2.5 inches. It is very susceptible to large brown patch so it must be monitored weekly to prevent the disease from taking over. It is also important that it receives the correct amount of water as it can wilt and turn brown quickly.

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.

Kathy Ciccavelli
Procurement Analyst
Lee County Procurement Management

Solicitation No. B180368KLC

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EXHIBIT A SCOPE OF SERVICES



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.leegov.com/procurement

Posted Date: July 19, 2018

Solicitation No.: B180368KLC

Solicitation Name: Mowing and Landscape Maintenance for Lee County Libraries

Subject: Addendum Number 2

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

NOTE: FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.

ATTACHMENT: Addendum 2-Form 1a-Bid/Proposal Form.

1.	Added the Bonita Springs Park and Pool Area. All the area in between the ballparks is to be mowed, excluding the ballparks themselves. This area adjoins the current Bonita Springs Library.
Answer	Replace the following pages: Page 28 with Page 28A Page 29 with Page 29A Page 30 with Page 30A Page 31 with Page 31A Page 32 with Page 32A Page 33 with Page 33A Add Page 33B

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.


Kathy Ciccarelli

Solicitation No. B180368KLC

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EXHIBIT A SCOPE OF SERVICES

Form 12 - Bid/Proposal Form



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # **B180368KLC** **Solicitation Name** **Mowing and Landscape Maintenance for Lee County Libraries**

Having carefully examined the "Terms and Conditions", and the "Detailed Scope of Work", all of which are contained herein, propose to furnish the following which meet these specifications.

Term

Multi-year and Renewals
The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a two-year (2) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Choose an item.					
Item #	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
	Area 1				
A.	Cape Coral - Lee County Public Library 921 SW 39 th Terrace Cape Coral, FL 33914				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 1-A				

Solicitation No. B180368KLC

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EXHIBIT A SCOPE OF SERVICES

B.	Northwest Regional Library 519 Chiquita Blvd. N. Cape Coral, FL 33993				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 1-B				
C.	Pine Island Public Library 10700 Russell Road NW Bokellia, FL 33922				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 1-C				
	Annual Total for Area 1 (Includes Areas A, B and C)				
	Area 2				
A.	Dunbar Jupiter Hammon Public Library 3095 Blount Street Fort Myers, FL 33916				

EXHIBIT A SCOPE OF SERVICES

SPECIFICATIONS OR SCOPE OF SERVICES

a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 2-A				
B.	Library Administration 2345 Union Street Fort Myers, FL 33901				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 2-B				
C.	Fort Myers Regional Library 2450 First St. Fort Myers, FL 33901				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		

EXHIBIT A SCOPE OF SERVICES

SPECIFICATIONS OR SCOPE OF SERVICES

f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 2-C				
D.	North Fort Myers Public Library 2001 N Tamiami Trail NE North Fort Myers, FL 33903 (Should be completed approximately the summer of 2019. See attached plans)				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 2-D				
	Annual Total for Area 2 (Includes Area 2 A, B, C and D.				
	Area 3				
A.	East County Regional Library 881 Gunnery Road Lehigh Acres, FL 33971				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		

EXHIBIT A SCOPE OF SERVICES

f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 3 - A				
B.	Riverdale Branch Library 2421 Buckingham Road Fort Myers, FL 33905 (Location may change)				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		

d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 3-B				
	Annual Total for Area 3 (Includes Area 3 A and B.				
	Area 4				
A.	Bonita Springs Public Library 26876 Pine Ave. Bonita Springs, FL 34135 (Until new building is completed)				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		

EXHIBIT A SCOPE OF SERVICES

f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 4-A				
B.	Bonita Springs Park and Pool Area(Adjacent to the Current Bonita Springs Library)				
a)	Mowing				
	Total for Area 4-B				
C.	South County Regional Library 21100 Three Oaks Parkway Estero, FL 33928				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 4-C				
D.	Lakes Regional Library 15290 Bass Rd. Fort Myers, FL 33919				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		

Solicitation No. B180368KLC

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EXHIBIT A SCOPE OF SERVICES

SPECIFICATIONS ON SCOPE OF SERVICES

h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 4-D.				
E.	Bonita Springs Public Library 10560 Reynolds Street Bonita Springs, FL 34135 (New Building with a completion date of summer 2019. Landscape plans attached.)				
a)	Mowing	Each	21		
b)	Edging	Each	21		
c)	Line Trimming	Each	21		
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	21		
e)	Weeding and weed control	Each	1		
f)	Disease and Insect Control	Lump Sum	1		
g)	Fertilization	Each	2		
h)	Pruning	Each	2		
i)	Tree Trimming (under 12 Feet)	Each	1		
j)	Tree Trimming (over 12 Feet)	Each	1		
k)	Mulch (complete replacement)	Each	1		
	Total for Area 4-E				
	Annual Total for Area 4 (Includes Area 4 A, B, C, D and E.				
	Grand Total				
Amount Written					
Optional					
Hourly rate for Arborist		\$			

Note: Mowing times can increase or decrease due to the weather conditions.

Note: A complete mulch of a Library will only be done if requested by the Facilities manager.

EXHIBIT A SCOPE OF SERVICES



Procurement Management Department
1500 Monroe Street 4th Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: July 25, 2018

Solicitation No.: B180368KLC

Solicitation Name: Mowing and Landscape Maintenance for the Lee County Libraries

Subject: Addendum Number 3

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

NOTE: FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.

1.	Clarification of the Block that houses the Cape Coral – Lee County Public Library 921 SW 39 th Terrace Cape Coral, FL 33914
Answer	The entire block must be mowed and maintained along with the area the Library sits on.
2.	On Addendum No. 2 no quantity was given for the mowing to the Bonita Springs Park and Pool.
Answer	The number of mows for the Park and Pool area is the same as the Library which is 21 times.

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.

Kathy Ciccarelli

Procurement Analyst
Lee County Procurement Management
Solicitation No. B180368KLC

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EXHIBIT B FEE SCHEDULE

Solicitation #		B180368KLC	Vendor Name	
Solicitation name:		Mowing and Landscaping for Lee County Libraries	P & T Lawn and Tractor Service, Inc.	
Item #	DESCRIPTION	Unit of Measure	Cost	
	Area 1			
A.	Cape Coral - Lee County Public Library 921 SW 39th Terrace Cape Coral, FL 33914			
a)	Mowing	Each	\$ 300.00	
b)	Edging	Each	\$ 100.00	
c)	Line Trimming	Each	\$ 200.00	
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$ 100.00	
e)	Weeding and Weed Control	Each	\$ -	
f)	Disease and Insect Control	Lump Sum	\$ -	
g)	Fertilization	Each	\$ 665.00	
h)	Pruning	Each	\$ 600.00	
i)	Tree Trimming (under 12 Feet)	Each	\$ 550.00	
j)	Tree Trimming (over 12 Feet)	Each	\$ 2,150.00	
k)	Mulch (complete replacement)	Each	\$ 3,400.00	
B.	Northwest Regional Library 519 Chiquita Blvd. N. Cape Coral, FL 33993			
a)	Mowing	Each	\$ 300.00	
b)	Edging	Each	\$ 100.00	
c)	Line Trimming	Each	\$ 100.00	
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$ 100.00	

EXHIBIT B FEE SCHEDULE

e)	Weeding and Weed Control	Each	\$	-
f)	Disease and Insect Control	Lump Sum	\$	-
g)	Fertilization	Each	\$	910.00
h)	Pruning	Each	\$	3,930.00
i)	Tree Trimming (under 12 Feet)	Each	\$	135.00
j)	Tree Trimming (over 12 Feet)	Each	\$	2,450.00
k)	Mulch (complete replacement)	Each	\$	4,760.00
C	Pine Island Public Library 10700 Russell Road NW Bokellia, FL33922			
a)	Mowing	Each	\$	100.00
b)	Edging	Each	\$	100.00
c)	Line Trimming	Each	\$	100.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$	200.00
e)	Weeding and Weed Control	Each	\$	-
f)	Disease and Insect Control	Lump Sum	\$	-
g)	Fertilization	Each	\$	280.00
h)	Pruning	Each	\$	360.00
i)	Tree Trimming (under 12 Feet)	Each	\$	45.00
j)	Tree Trimming (over 12 Feet)	Each	\$	550.00
k)	Mulch (complete replacement)	Each	\$	1,700.00
	Area 2			
A.	Dunbar Jupiter Hammon Public Library 3095 Blount Street Fort Myers, FL 33916			
a)	Mowing	Each	\$	25.00
b)	Edging	Each	\$	25.00
c)	Line Trimming	Each	\$	50.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$	100.00
e)	Weeding and Weed Control	Each	\$	-
f)	Disease and Insect Control	Lump Sum	\$	-
g)	Fertilization	Each	\$	140.00
h)	Pruning	Each	\$	35.00
i)	Tree Trimming (under 12 Feet)	Each	\$	45.00
j)	Tree Trimming (over 12 Feet)	Each	\$	1,900.00
k)	Mulch (complete replacement)	Each	\$	1,020.00

EXHIBIT B FEE SCHEDULE

B.	Library Administration 2345 Union Street Fort Myers, FL 33901		
a)	Mowing	Each	\$ 25.00
b)	Edging	Each	\$ 25.00
c)	Line Trimming	Each	\$ 25.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$ 25.00
e)	Weeding and Weed Control	Each	\$ -
f)	Disease and Insect Control	Lump Sum	\$ -
g)	Fertilization	Each	\$ 140.00
h)	Pruning	Each	\$ -
i)	Tree Trimming (under 12 Feet)	Each	\$ -
j)	Tree Trimming (over 12 Feet)	Each	\$ 200.00
k)	Mulch (complete replacement)	Each	\$ 340.00
C.	Fort Myers Regional Library 2450 First Street Fort Myers, FL 33901		
a)	Mowing	Each	\$ 200.00
b)	Edging	Each	\$ 100.00
c)	Line Trimming	Each	\$ 100.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$ 200.00
e)	Weeding and Weed Control	Each	\$ -
f)	Disease and Insect Control	Lump Sum	\$ 500.00
g)	Fertilization	Each	\$ 490.00
h)	Pruning	Each	\$ -
i)	Tree Trimming (under 12 Feet)	Each	\$ 45.00
j)	Tree Trimming (over 12 Feet)	Each	\$ 1,100.00
k)	Mulch (complete replacement)	Each	\$ 3,400.00
D.	North Fort Myers Public Library 2001 N Tamiami Trail NE North Fort Myers, FL 33903		
a)	Mowing	Each	\$ 200.00
b)	Edging	Each	\$ 200.00
c)	Line Trimming	Each	\$ 200.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$ 200.00
e)	Weeding and Weed Control	Each	\$ -

EXHIBIT B FEE SCHEDULE

f)	Disease and Insect Control	Lump Sum	\$	500.00
g)	Fertilization	Each	\$	1,050.00
h)	Pruning	Each	\$	2,250.00
i)	Tree Trimming (under 12 Feet)	Each	\$	2,250.00
j)	Tree Trimming (over 12 Feet)	Each	\$	-
k)	Mulch (complete replacement)	Each	\$	7,140.00
	Area 3			
A.	East County Regional Library 881 Gunnery Road Lehigh Acres, FL 33971			
a)	Mowing	Each	\$	250.00
b)	Edging	Each	\$	50.00
c)	Line Trimming	Each	\$	150.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$	150.00
e)	Weeding and Weed Control	Each	\$	-
f)	Disease and Insect Control	Lump Sum	\$	500.00
g)	Fertilization	Each	\$	875.00
h)	Pruning	Each	\$	450.00
i)	Tree Trimming (under 12 Feet)	Each	\$	540.00
j)	Tree Trimming (over 12 Feet)	Each	\$	2,900.00
k)	Mulch (complete replacement)	Each	\$	3,740.00
B.	Riverdale Branch Library 2421 Buckingham Road Fort Myers, FL 33905			
a)	Mowing	Each	\$	50.00
b)	Edging	Each	\$	50.00
c)	Line Trimming	Each	\$	50.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$	50.00
e)	Weeding and Weed Control	Each	\$	-
f)	Disease and Insect Control	Lump Sum	\$	-
g)	Fertilization	Each	\$	175.00
h)	Pruning	Each	\$	480.00
i)	Tree Trimming (under 12 Feet)	Each	\$	225.00
j)	Tree Trimming (over 12 Feet)	Each	\$	950.00
k)	Mulch (complete replacement)	Each	\$	1,360.00

EXHIBIT B FEE SCHEDULE

	Area 4		
A.	Bonita Springs Public Library 26876 Pine Ave. Bonita Springs, FL 34135		
a)	Mowing	Each	\$ 150.00
b)	Edging	Each	\$ 50.00
c)	Line Trimming	Each	\$ 50.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$ 50.00
e)	Weeding and Weed Control	Each	\$ -
f)	Disease and Insect Control	Lump Sum	\$ -
g)	Fertilization	Each	\$ 140.00
h)	Pruning	Each	\$ 480.00
i)	Tree Trimming (under 12 Feet)	Each	\$ 360.00
j)	Tree Trimming (over 12 Feet)	Each	\$ 1,900.00
k)	Mulch (complete replacement)	Each	\$ 1,680.00
B.	Bonita Springs Park and Pool Area		
a)	Mowing	Each	\$ 1,000.00
C.	South County Regional Library 21100 Three Oaks Parkway Estero, FL 33928		
a)	Mowing	Each	\$ 200.00
b)	Edging	Each	\$ 50.00
c)	Line Trimming	Each	\$ 50.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$ 200.00
e)	Weeding and Weed Control	Each	\$ -
f)	Disease and Insect Control	Lump Sum	\$ 500.00
g)	Fertilization	Each	\$ 525.00
h)	Pruning	Each	\$ 945.00
i)	Tree Trimming (under 12 Feet)	Each	\$ 630.00
j)	Tree Trimming (over 12 Feet)	Each	\$ 2,400.00
k)	Mulch (complete replacement)	Each	\$ 2,720.00
D.	Lakes Regional Library 15290 Bass Rd. Fort Myers, FL 33919		
a)	Mowing	Each	\$ 200.00
b)	Edging	Each	\$ 200.00
c)	Line Trimming	Each	\$ 200.00

EXHIBIT B FEE SCHEDULE

d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$	200.00
e)	Weeding and Weed Control	Each	\$	-
f)	Disease and Insect Control	Lump Sum	\$	500.00
g)	Fertilization	Each	\$	875.00
h)	Pruning	Each	\$	450.00
i)	Tree Trimming (under 12 Feet)	Each	\$	540.00
j)	Tree Trimming (over 12 Feet)	Each	\$	2,900.00
k)	Mulch (complete replacement)	Each	\$	7,140.00
E.	Bonita Springs Public Library 10560 Reynolds Street Bonita Springs, FL 34135 (New Building)			
a)	Mowing	Each	\$	200.00
b)	Edging	Each	\$	200.00
c)	Line Trimming	Each	\$	200.00
d)	Litter Pick Up, Clean up grass clippings from Curbs, Gutters, Sidewalks, etc., Trash removal, Pavement Cleaning and Sweeping	Each	\$	200.00
e)	Weeding and Weed Control	Each	\$	-
f)	Disease and Insect Control	Lump Sum	\$	500.00
g)	Fertilization	Each	\$	1,250.00
h)	Pruning	Each	\$	2,250.00
i)	Tree Trimming (under 12 Feet)	Each	\$	2,250.00
j)	Tree Trimming (over 12 Feet)	Each	\$	-
k)	Mulch (complete replacement)	Each	\$	7,200.00
	Optional Hourly Rate for Arborist	Each	\$	125.00

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the Vendor's 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, and 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 Chapter 440, Florida Statutes, 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."

EXHIBIT C 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. The certificate holder shall read as follows:

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

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an “Additional Insured” on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate “Indemnification” clause shall be made a provision of the Contract.
2. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section