

AGREEMENT FOR LANDSCAPE MAINTENANCE AND MOWING FOR DOWNTOWN BUILDINGS - ANNUAL

THIS AGREEMENT ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Landscape Dimensions, Inc., a Florida corporation, whose address is 3220 Palm Ave., Fort Myers, FL 33905, and whose federal tax identification number is 26-0375343, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase landscape maintenance and mowing services from the Vendor in connection with "Landscape Maintenance and Mowing for Downtown Buildings - Annual" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B190368KLC on June 14, 2019 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on August 7, 2019; 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 services for the Purchase, a more specific description of the Project Scope of Services is set forth in Sections 1 through 8 of the Scope of Work and Specifications of Solicitation No. B190368KLC, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B190368KLC, as modified by its addendum, 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 on an "as needed basis" for a two (2) year period with an option for renewal of three (3) additional one (1) year periods, upon written approval of both 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 services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of service is guaranteed under this Agreement and County may elect to request no services. If the County authorizes performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.

- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of 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 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. The additional compensation shall be agreed upon before commencement of any additional services and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

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

VI. LIABILITY OF VENDOR

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

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage

required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of "B or better." No changes are to be made to these specifications without prior written specific approval by County Risk Management. To the extent multiple insurance coverages and/or County's self-insured retention may apply, any and all insurance coverage purchased by Vendor and its subcontractors identifying the County as an additional named insured shall be primary.

VIII. RESPONSIBILITIES OF THE VENDOR

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

- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, 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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

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

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

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative:		County's Representatives:		
Name:	<u>John Stuckey</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>3220 Palm Ave.</u> <u>Fort Myers, FL 33906</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-340-0467</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:		Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>john@landscape-dimensions.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

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

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

WITNESS:

Signed By: Kathryn Ciccarelli

Print Name: Kathryn Ciccarelli

Landscape Dimensions, Inc.

Signed By: John Stuckey

Print Name: John Stuckey

Title: President

Date: 10-25-19

LEE COUNTY

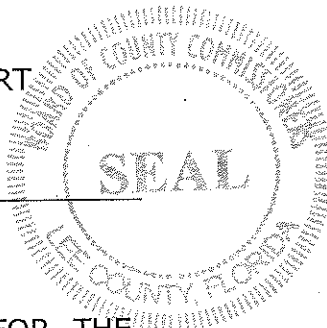
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Brian Hamman
Brian Hamman, Acting Chair/Vice Chair

DATE: 10/29/19

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Missy Flint
DEPUTY CLERK



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

BY: Chanda S. De
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor(s) to provide landscape maintenance and mowing along with edging, litter pick up and clean up grass clippings from curbs, gutters, sidewalks, etc., weeding and weed control, disease and insect control, including ant control, fertilization, pruning, sucker growth and line of sight and any other services that might be needed for County facilities and building located in the downtown area.

1.2. With the high amount of tourist that the County has in the downtown area, the County's grounds maintenance should be pristine. These are the areas the visitors will see and the County wants to make a good impression on all visitors.

2. LOCATIONS

2.1. The facilities to be serviced by the Vendor(s) under this Agreement include the following locations:

2.1.1. Administration Building/Old Courthouse
2115 Second St.
Fort Myers, FL 33901

2.1.2. Administration East Building and Parking Lot
2201 Second St.
Fort Myers, FL 33901

2.1.3. Community Development/Public Works and Parking Lot
1500 Monroe St.
Fort Myers, FL 33901

2.1.4. Jail/Justice Center/Juvenile Assessment Center/Justice Center Annex/10 Story Justice Center Addition
1700 Monroe St.
Fort Myers, FL 33901

2.1.5. Justice Center Annex Parking Garage
2020 Dr. Martin Luther King Jr Blvd
Fort Myers, FL 33901

2.1.6. Jurors Parking Lot – Widman Way
Monroe and Broadway and Widman Way
Fort Myers, FL 33901

2.1.7. Sheriff's Civil Division
2072 Victoria Ave.
Fort Myers, FL 33901

2.1.8. County Parking Garage and Public Paid Lot
Dr. Martin Luther King Jr Blvd
Fort Myers, FL 33901

2.1.9. County/City Annex and Parking Lot
1825 Hendry St.
Fort Myers, 33901

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2.1.10. Human Services and Parking Lot
2440 Thompson St.
Fort Myers, FL 33901

2.1.11. Melvin Morgan Constitutional Complex and Parking Lot (T-1)
2480 Thompson St.
Fort Myers, FL 33901

2.1.12. T-2, T-3 and T-6 Parking Lots
Thompson and Royal Palm
Fort Myers, FL 33901

2.1.13. Hough Street Facilities Shop
1953 Hough St.
Fort Myers, FL 33901

3. TOLLS

3.1 Lee County will not pay for or reimburse Vendor(s) for any bridge tolls. Such fees shall be the responsibility of the Vendor.

4. WORK SCHEDULE & SPECIFICATIONS

4.1. Vendor shall provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as; pruning, litter removal, herbicide, mulching, mowing and edging. Vendor shall contact the County's representative and confirm the monthly work schedule. Vendor shall contact the County Representative within 24 hours of schedule change.

4.2. The supervision of the performance of this bid is vested wholly with the Lee County Facilities & Construction Management Department. Lee County Facilities & Construction Management Department will decide any 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.

4.3. All work that does not meet the specifications must be corrected before Lee County Facilities & Construction Management Department will give approval for payment. The County has the right to deny a monthly payment for work not completed for that period.

4.4. Vendor shall provide the maintenance services in a professional manner. During all maintenance work hours, the Vendor shall provide a qualified and competent, English speaking person on site who is authorized to supervise the maintenance operations and to represent and act on behalf of the Vendor.

4.5. Before the Vendor begins any work, the Vendor, a County representative and/or the Landscape Maintenance Supervisor shall meet on site to clearly define the limits of landscape, maintenance responsibilities and expectations, and to discuss any relevant landscaping issues.

4.6. All vehicles and trailers shall have the Vendor's name, business phone number and Certificate for Urban Landscape Commercial decal clearly displayed during work hours.

4.7. Vendor's personnel shall wear appropriate apparel including high visibility safety vest.

4.8. It shall be the Vendor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Vendor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)

4.9. The Vendor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA)

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4.10. There shall be no lane closures during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. There shall be no lane closures between Thanksgiving and Easter unless approved by the County due to rush hour and tourist season.

4.11. Vendor shall ensure all parking lots, building entryways, sidewalks and courtyards must be cleared of debris such as leaves, papers etc. everyday. The areas should be cleaned using a blower, vacuum, swept or raked. The areas should be cleaned before 8:00 a.m. No mechanical tools such as a blower or vacuum can be used outside the buildings between the hours from 8:00 a.m. through 5:00 p.m.

4.12. Vendor shall provide services to ensure all lawn areas are free from debris such as leaves.

5. REPORTING AND INSPECTION

5.1. Onsite inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.

5.2. The Vendor shall meet with the County Representative on a set monthly schedule to discuss and remedy any field questions and or associated problems.

6. LANDSCAPE MAINTENANCE MATERIALS

6.1. The Vendor shall provide for plant replacement, mulch, herbicide, and other landscape maintenance materials as follows:

6.1.1. Replacement Plants: Shall conform to the type, species, Florida # 1 Grades and Standards and size to match existing plants. All replacement plants must have the prior written approval of the County's representative.

6.1.2. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative. The use of Cypress mulch is prohibited by County Administration Code 5-9.

6.1.3. Herbicide: Use herbicides; post-emergent and pre-emergent, selective or nonselective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. SDS sheets should be provided. Application of herbicides shall be done under supervision of an applicator licensed by the Florida Department of Agriculture and Consumer Affairs in either the Ornamental and Turf Natural Areas Weed Management or Right-of-Way categories. The license shall be available on site for inspection by County staff.

7. LANDSCAPE MAINTENANCE

7.1. Vendor shall provide that all landscape maintenance services in accordance with and meeting to the fullest extent the following specifications

7.2. Maintain all sod and plantings in a healthy, vigorous and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period. Landscape maintenance Vendor shall provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

7.3. Mowing, Edging and Line Trimming:

7.3.1. Mow all sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of weekly mowing's in the peak growing months of March through November and at twice a month in the months of December through February, as needed to maintain an attractive, even sodded area. Mowing cycles are subject to change due to yearly growing patterns and weather conditions. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain funny tubing and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the vendor's expense. Upon the discovery of any damaged irrigation parts or pieces due to the negligence of the Vendor, the Vendor will have 24 hours to notify the County Representative. Repairs will be made by Facilities and deducted from the Vendor's next invoice.

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7.3.2. Mowing wet grass or operating with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The County will contact the Vendor a minimum of one (1) week ahead of scheduled cycle for cancellation. If the Vendor feels that an extra mowing is warranted please notify the County Representative immediately. Any extra mowing charges submitted without written prior approval will be denied.

7.3.3. Edge every cycle. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas.

7.3.4. Line trimming is required along fence lines, trees around structures, light poles, ditches and any area not accessible to a mower. Line trimming will only be allowed around mulched trees with a maintained mulched bed 24" from base of the tree. Due care must be taken to avoid girdling trees. See site supervisor for any questions on areas that need to be trimmed.

7.4. Litter Pick-up and Debris Removal:

7.4.1. Clean-up all litter, palm fronds and dead plants and trees in all areas within the projects limits during each site visit. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Vendor departs. There shall be no additional cost to the County for litter and debris disposal.

7.4.2. Litter and Debris is defined for purposes of this Agreement as foreign items within the limits of the project such as, but not limited to, palm fronds, dead plants and trees, paper, plastic, aluminum, metal, glass, and etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances) within the limits of the project, the Vendor is to contact the County Representative and report the event. The Vendor will not be held responsible for the cleanup of illegal dumping.

7.4.3. The maintenance and emptying of outside trash receptacles daily shall be included in this the services provided by the Vendor under this Agreement. The Vendor shall provide appropriate size trash bags for use in the trash receptacles.

7.4.4. The trash receptacles are at the following locations:

- 2 – North side of the Justice Center Tower at the entry
- – Southside entry of the Justice Center Tower
- 1 – Justice Center bus stop on the MLK side
- – Parking Garage
- 2 – Public Parking Lot by the Justice Center (Plastic Containers)
- 1 – East Admin Court Yard

7.4.5. Roadway, Parking Lots, curb and gutter and sidewalks shall be blown free of clippings in conjunction with mowing and edging events. Vendor shall not leave large clumps of grass clippings in the roadways or on sidewalks. In accordance with the Lee County Fertilizer Best Management Practices (BMP) ordinance section 7, subsection C: grass clippings shall not be directed into storm drains, ditches, conveyances, water bodies, roadways or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site.

7.4.6. All parking lots, building entryways, sidewalks and courtyards must be cleared of debris such as leaves, papers etc. every day – Mondays through Fridays. The areas should be cleaned using a blower, vacuum, swept or raked. The areas should be cleaned before 8:00 a.m. No mechanical tools such as a blower or vacuum can be used outside the buildings between the hours from 8:00 a.m. through 5:00 p.m.

7.4.7. All lawn areas should be free from debris, such as leaves, and blown or raked and removed from site.

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7.5. Weeding and Weed Control

7.5.1. Landscaped beds and mulched areas shall be weed free. Remove weeds and grasses from beds, around and near all signposts, utility poles, guide wires, benches, fence lines, ditches, perimeter fences, sidewalks, paved areas, concrete cracks, and any other concrete forms, etc.

7.5.2. Weeding may be done by hand pulling or chemically applied with selective herbicides with a pre-emergent added. Also a granular pre-emergent applied to any landscape bed once a year. Apply spot treatments as necessary to control localized weed problems. Weeds obtaining a height of six inches (6") shall be hand pulled and disposed of offsite. Any exotic plant such as palm shoots should be part of this scope.

7.5.3. Landscaped beds and mulched areas shall be weed-free. 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 Vendor with the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand-pulled and disposed of offsite.

7.5.4. NOTE: IF A CONCRETE SIDEWALK OR BULLNOSE AREA IS WITHIN VENDOR AWARDED SECTION THAT AREA MUST BE KEPT WEED AND DEBRIS FREE. IF THIS AREA IS NOT MAINTAINED THE COUNTY WILL DEDUCT PAYMENT FROM VENDOR INVOICE.

7.6. Disease and Pest Control:

7.6.1. Disease and Pest Control (on plants, shrubs and trees) shall be addressed by the Vendor as needed or requested by the County Representative. Control shall be addressed in a timely manner to control the infestation. Areas should be treated four (4) times per year.

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

7.7. Fertilization:

7.7.1. All trees and shrubs, etc., shall be fertilized twice per year or as needed.

7.7.2. The fertilizer shall be applied in the following quantities, utilizing a measuring device to ensure proper application:

- Small shrubs and ground cover - 1/2 pound per plant per application
- Medium shrubs - one pound per plant per application
- Large shrubs - two pounds per plant per application
- Trees - 1/2 pound per application, per inch of diameter of the trunk (for trees six inches or less) and one pound per application, per inch of diameter of the trunk (for trees over six inches)
- Palms - five pounds per tree per application

7.7.3. Fertilizer shall be distributed in a band halfway between the stem and the circumference of the drip line and equal distance past the drip line. Fertilizer shall be distributed by hand, over the band, as evenly as possible.

7.7.4. Fertilizer that lands on the leaves shall be shaken off.

7.7.5. Fertilizer shall be placed just inside the tree well on the palms and trees.

7.7.6. Any fertilizer that get on concrete or asphalt should be blown off.

7.8. Mulching:

7.8.1. Mulch refers to any of the following: Pine Nuggets, Flori-mulch, Pine Straw or Shell depending on the project location. The Vendor will refresh with the type and quality of mulch on site as needed or as prescribed by the Site Supervisor. The County reserves the right to substitute mulch type at any time during the contract. Depending on site conditions at the time of initiating the contract, the Site Supervisor may omit or add mulching intervals as deemed necessary.

7.8.2. Mulch shall be applied to obtain the settled depth of three inches (3"). Shell mulch shall be 0.5" - 1" size crushed, washed shell and applied to obtain a settled depth of one and one-half inches (1.5"). Mulch shall not be within 6" of the trunk of trees and shall be applied to the drip line of trees and palms. Additional mulch shall be applied when deteriorated, at no additional cost to the county.

7.8.3. The Vendor is expected to remove any mulch debris from the curb, roadway and parking lots with each maintenance visit.

7.8.4. The use of Cypress mulch is prohibited by County Administration Code 5-9.

7.9. Pruning:

7.9.1. Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance. In areas where plants have the potential to interfere with the driver's line of sight, plants shall be maintained to meet the requirements of FDOT Standards.

7.9.2. All sucker growth shall be removed during each visit. Do not apply Round-up (or equivalent) onto sucker growth on trees, suckers must be mechanically removed.

7.9.3. Understory largely overgrown shrubs and trees shall be rejuvenation pruned (the shrub or tree is pruned by cutting off all old branches at or near ground level) once annually at the discretion of the County Representative and per his/her specifications.

7.9.4. Palms: Remove dead fronds/canopies and seed pods annually as needed. Palms fronds on the ground must be removed and disposed of at each visit.

Pricing shall include any type of equipment needed to perform rejuvenation, Palm fronds and seed removal, structural pruning and tree trimming.

7.10. Tree Trimming

7.10.1. Trim any lower branches that may interfere with walkways or parking lots or any other structures or the safety of pedestrians. Trees should be trimmed at least four times per year.

8. GUARANTEE AND REPLACEMENT

8.1. When inspected landscape work does not comply with these County requirements, the rejected work must be replaced within 7 calendar days or as directed by County representative. The County reserves the right to withhold and/or deny payment for work not being performed as scheduled and as specified in this agreement.

8.2. If at any time trees, palms, ground covers, shrubs, sod and/or irrigation components are damaged or destroyed due to Vendor 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 the condition shown on the video tape. All replacement landscape material shall be of the same species and Florida Grades and Standard # 1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the County.

End of Scope of Work and Specifications Section

B190368KLC Landscape Maintenance and Mowing for Downtown Buildings
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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 3, 2019

Solicitation No.: B190368KLC

Solicitation Name: Landscape Maintenance and Mowing for Downtown Buildings - Annual

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. BID SCHEDULE:

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

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

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

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

2. ATTACHMENT:

- 1) Revised Bid Schedule / Proposal Form

3. QUESTIONS/ANSWERS

1.	The Pricing Section for the Community Development/Public Works Building and Parking Lot 1500 Monroe St. Fort Myers, FL 33901 was repeated three times.
Answer	A new bid schedule has been uploaded to the project website as part of this addendum.

BIDDER/PROPOSER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID/PROPOSAL. FAILURE

**TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER/PROPOSER
BEING CONSIDERED NON-RESPONSIVE.**

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

Kathy Ciccarelli, CPPB
Procurement Analyst
Lee County Procurement Management

Addendum No. 1 July 3, 2019

SPECIAL CONDITIONS

These are conditions that 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 to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a two-year (2) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the Vendor at the time of extension or renewal for three (3), additional one (1) year periods.

2. BASIS OF AWARD

- 2.1 The basis of award shall be determined by the lowest Base Bid Project Total Bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2 Vendor must bid all line items and of Base Bid and Option Items as listed in the bid schedule for each facility listed. Failure to bid all line items as instructed may deem Vendor as Non-Responsive at the sole discretion of the County Procurement Department.
- 2.3 Option pricing is excluded from basis of award, but shall be contracted with Vendor's final Agreement package and Vendor shall be held to Option pricing as provided with bid submittal.
- 2.4 For replacement of plants, trees, and shrubs completed under this Agreement the cost of materials shall be based on the Vendor's invoiced price plus Vendor contract percent mark-up. A mark-up on sales tax will not be allowed. The Vendor's invoices shall clearly indicate the purchase price and percent mark-up cost. A copy of the Vendor's purchase invoice shall be submitted with the Vendor's invoice when requesting payment for replacement of plants, trees, and shrubs.
- 2.5 The Vendor shall be expected to negotiate and obtain the lowest prices possible when purchasing replacement plants, trees, and shrubs to the County.
- 2.6 Quantities provided in Bid Schedule are for annual service amounts/frequencies and are estimated quantities. As such quantities are subject to change and final payment shall be based on actual service quantities.

3. LICENSES AND CERTIFICATIONS

- 3.1. Vendor is requested to provide with bid submittal the below items. The County reserves the right to request additional documentation or clarification at any point prior to award and during term of Agreement, inclusive of any renewals. The County further reserves the right to approve or reject materials provided as part of the required submittal documentation. Failure to provide requested submittal documents in a timely manner or receive County approval of provided documentation, at the sole discretion of the County, may deem Vendor non-responsive and
- 3.1.1. Pesticide License. Provide copies of current licenses issued by the State of Florida.
- 3.1.2. Provide current Intermediate Maintenance of Traffic (IMOT) Certification(s)
- 3.1.3. Provide current certificate(s) of training for "Fertilizer Best Management Practices"
- 3.1.4. Provide current certification of "Limited Certification for Urban Landscape Commercial Fertilizer" Applicators.

4. SITE VISIT

- 4.1. Following the pre-bid we will be taking a tour of each site. This will allow the vendors see each site and ask any questions concerning the sites.

5. SECTION CHANGES

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

B190368KLC Landscape Maintenance and Mowing for Downtown Buildings
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5.2. The County, at their sole discretion, may add new sections or alter sections, based on a mutually agreed price, to be negotiated between the Vendor and an authorized County representative, including new sections.

6. MAJOR BREAKDOWNS/EMERGENCY SERVICES

6.1. The County reserves the right to purchase the product or service listed in this solicitation elsewhere in an emergency situation.


7. INVOICE

7.1. When completing invoicing Vendor shall mail one original invoice and one invoice copy to: Lee County Finance Department, P. O. Box 2238, Fort Myers, FL, 33902-2238. In addition, one invoice shall be emailed to the County Representative. Vendor shall ensure that the purchase order number is on the invoice, otherwise the invoice may not be processed by the County. Additionally, Vendor shall list the dates mowed and the cost per mow and the total for the month of _____. Once the invoice has been approved by the County sponsoring department it can be processed for payment. Failure to invoice as detailed herein may result in delay and up to non-payment of Vendor invoices.

End of Special Conditions Section

EXHIBIT B FEE SCHEDULE

The total annual expenditures under this Agreement for the initial two (2) year contract term shall not exceed \$270,000.00. If the Agreement is renewed after the initial two (2) year term, the total annual expenditures for each additional contract year shall not exceed \$215,000.00.

		
COMPANY NAME: Landscape Dimensions, Inc		
SOLICITATION: B190368KLC Landscape Maintenance and Mowing for Downtown Buildings - Annual		
Administration Building/Old Courthouse 2115 Second St. Fort Myers, Fort Myers, FL 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$35.60
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$12.53
7.5	Weeding and Weed Control	\$34.58
7.6	Disease and pest control, including ant control (as needed)	\$45.86
7.7	Fertilization	\$462.56
7.8	Mulch and labor to put down	\$1,721.57
7.9	Pruning	
7.9.1	Shrubs	\$425.34
7.9.2	Sucker growth	\$8.68
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$910.00
7.10	Tree trimming - Lower branches	\$148.87
Administration East Building and Parking Lot 2201 Second St. Fort Myers, FL. 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$31.26
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$25.07
7.5	Weeding and Weed Control	\$46.11
7.6	Disease and pest control, including ant control (as needed)	\$61.15
7.7	Fertilization	\$452.50
7.8	Mulch and labor to put down	\$1,475.63
7.9	Pruning	
7.9.1	Shrubs	\$425.34
7.9.2	Sucker growth	\$8.68
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$1,302.00
7.10	Tree trimming - Lower branches	\$340.27

**Community Development/Public Works Building and Parking Lot 1500 Monroe ST. Fort
Myers, FL. 33901**

Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$30.39
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$10.45
7.5	Weeding and Weed Control	\$23.05
7.6	Disease and pest control, including ant control (as needed)	\$30.58
7.7	Fertilization	\$321.78
7.8	Mulch and labor to put down	\$737.82
7.9	Pruning	
7.9.1	Shrubs	\$283.56
7.9.2	Sucker growth	\$8.68
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$200.00
7.10	Tree trimming - Lower branches	\$127.60

**Jail/Justice Center/Juvenile Assessment Center/Justice Center Annex/ 10 Story Justice
Center Addition 1700 Monroe St. Fort Myers, FL 33901**

Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$52.10
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$12.53
7.5	Weeding and Weed Control	\$69.16
7.6	Disease and pest control, including ant control (as needed)	\$91.73
7.7	Fertilization	\$703.90
7.8	Mulch and labor to put down	\$2,459.39
7.9	Pruning	
7.9.1	Shrubs	\$708.90
7.9.2	Sucker growth	\$8.68
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$2,420.00
7.10	Tree trimming - Lower branches	\$255.21

Justice Center Annex Parking Garage 2020 Dr. Martin Luther King Blvd Fort Myers, FL 33901

Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$95.52
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$8.36
7.5	Weeding and Weed Control	\$43.23
7.6	Disease and pest control, including ant control (as needed)	\$57.33
7.7	Fertilization	\$504.79
7.8	Mulch and labor to put down	\$1,475.63
7.9	Pruning	
7.9.1	Shrubs	\$425.34
7.9.2	Sucker growth	\$8.68
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$980.00
7.10	Tree trimming - Lower branches	\$212.67

Jurors Parking Lot -Widman Way Monroe & Broadway & Widman Way Fort Myers, FL 33901

Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$29.53
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$2.51
7.5	Weeding and Weed Control	\$14.41
7.6	Disease and pest control, including ant control (as needed)	\$5.73
7.7	Fertilization	\$183.01
7.8	Mulch and labor to put down	\$0.00
7.9	Pruning	
7.9.1	Shrubs	\$0.00
7.9.2	Sucker growth	\$6.51
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$665.00
7.10	Tree trimming - Lower branches	\$63.80
Sheriffs Civil Division 2072 Victoria Ave. Fort Myers, FL 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$10.86
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$2.09
7.5	Weeding and Weed Control	\$5.76
7.6	Disease and pest control, including ant control (as needed)	\$3.82
7.7	Fertilization	\$16.59
7.8	Mulch and labor to put down	\$0.00
7.9	Pruning	
7.9.1	Shrubs	\$35.45
7.9.2	Sucker growth	\$0.00
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$100.00
7.10	Tree trimming - Lower branches	\$0.00
County Parking Garage and Public Paid Lot Martin Luther King Blvd. Fort Myers, FL 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$384.72
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$8.36
7.5	Weeding and Weed Control	\$69.16
7.6	Disease and pest control, including ant control (as needed)	\$76.44
7.7	Fertilization	\$844.67
7.8	Mulch and labor to put down	\$1,229.70
7.9	Pruning	
7.9.1	Shrubs	\$567.12
7.9.2	Sucker growth	\$8.68
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$1,400.00
7.10	Tree trimming - Lower branches	\$170.14
County/City Annex and Parking Lot 1825 Hendry St. Fort Myers, FL 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$19.54

7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$6.27
7.5	Weeding and Weed Control	\$23.05
7.6	Disease and pest control, including ant control (as needed)	\$30.58
7.7	Fertilization	\$221.22
7.8	Mulch and labor to put down	\$737.82
7.9	Pruning	
7.9.1	Shrubs	\$283.56
7.9.2	Sucker growth	\$8.68
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$140.00
7.10	Tree trimming - Lower branches	\$127.60
Human Services and Parking Lot 2440 Thompson St. Fort Myers, FL 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$29.96
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$6.27
7.5	Weeding and Weed Control	\$11.53
7.6	Disease and pest control, including ant control (as needed)	\$15.29
7.7	Fertilization	\$281.56
7.8	Mulch and labor to put down	\$737.82
7.9	Pruning	
7.9.1	Shrubs	\$283.56
7.9.2	Sucker growth	\$6.51
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$280.00
7.10	Tree trimming - Lower branches	\$127.60
Melvin Morgan Constitutional Complex & Parking Lot (T-1) 2480 Thompson St. Fort Myers, FL 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$49.93
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$10.45
7.5	Weeding and Weed Control	\$51.87
7.6	Disease and pest control, including ant control (as needed)	\$38.22
7.7	Fertilization	\$392.17
7.8	Mulch and labor to put down	\$1,967.51
7.9	Pruning	
7.9.1	Shrubs	\$425.34
7.9.2	Sucker growth	\$8.68
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$2,040.00
7.10	Tree trimming - Lower branches	\$170.14
T-2, T-3 and T-6 Parking Lots Thompson and Royal Palm Fort Myers, FL 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$97.70
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$16.71
7.5	Weeding and Weed Control	\$51.87

7.6	Disease and pest control, including ant control (as needed)	\$34.40
7.7	Fertilization	\$774.29
7.8	Mulch and labor to put down	\$0.00
7.9	Pruning	
7.9.1	Shrubs	\$212.67
7.9.2	Sucker growth	\$13.03
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$1,650.00
7.10	Tree trimming - Lower branches	\$340.27
Hough Street Facilities Shop 1953 Hough St. Fort Myers, FL 33901		
Item	Description	Unit Price
7.3	Mowing, edging and line trimming	\$30.39
7.4	Litter pickup and debris removal including vacuuming, sweeping, removing fallen palm fronds, pick up leaves and debris, emptying trash recepticals, if required (Daily)	\$2.09
7.5	Weeding and Weed Control	\$8.65
7.6	Disease and pest control, including ant control (as needed)	\$3.82
7.7	Fertilization	\$54.30
7.8	Mulch and labor to put down	\$0.00
7.9	Pruning	
7.9.1	Shrubs	\$70.89
7.9.2	Sucker growth	\$6.51
7.9.3	Rejuvenation pruning	\$109.17
7.9.4	Palms - Structural trimming	\$40.00
7.10	Tree trimming - Lower branches	\$42.53
OPTIONAL PRICING		
Item	Description	Unit Price
1	Labor rate per hour for miscellaneous landscape tasks per person	\$35.00
2	Labor rate per eight (8) hour day for miscellaneous landscape tasks per person	\$280.00
3	Labor rate per hour for weekend installation per person	\$40.00
4	Holiday labor rate per hour per person	\$40.00
5	Overtime labor rate per hour per person	\$40.00
6	Replacement of plants, trees and shrubs*	
	Plants	60% of Mark Up
	Shrubs	60% of Mark Up
	Trees	60% of Mark Up

EXHIBIT C INSURANCE REQUIREMENTS



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)
\$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."

Revised 03/19/2018 - Page 1 of 2

B190368KLC Landscape Maintenance and Mowing for Downtown Buildings



LEE COUNTY
SOUTHWEST FLORIDA

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. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

B190368KLC Landscape Maintenance and Mowing for Downtown Buildings

EXHIBIT D
VENDOR BACKGROUND SCREENING AFFIDAVIT



**VENDOR BACKGROUND
SCREENING AFFIDAVIT**


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

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

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

Date: 10-25-19

STATE OF FL
COUNTY OF Lee


Signature
John Stucky President
Name/Title

On the date set forth above, the foregoing instrument was sworn to (or affirmed) and subscribed before me by the above-named person and in their stated capacity, and is either personally known to me or who has produce the following as identification: Drivers License

[Stamp/seal required]


Signature, Notary Public

