

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

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 Tony's Lawn and Landscaping LLC, a Florida limited liability company whose address is 1242 McNeill Rd., North Fort Myers, FL 33903, and whose federal tax identification number is 47-3845927, hereinafter referred to as "Vendor."

WITNESSETH

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

WHEREAS, the County issued Solicitation No. B210543MIF on October 08, 2021 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on January 10, 2022; and,

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

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

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Work and Specifications is set forth in Sections 1 through 23 of the Scope of Work and Specifications Section of B210543MIF, 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. B210543MIF, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and is 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), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of the renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be April 2, 2022.
- 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 the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any services under this Agreement until receipt of written authorization from the County. Vendor acknowledges and agrees that no minimum order or amount of product or service is guaranteed under this Agreement and County may elect to request no products or services. If the County authorizes delivery of products or performance of services, the County reserves the right to amend, reduce, or cancel the authorization in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of non-appropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any

way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

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

D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

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

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

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

- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.

- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or 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. 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.

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:

Name: Anthony John Bruno Sr.

Title: CEO

Address: 1242 McNeill Rd.
North Fort Myers, FL 33903

Telephone: 239-770-1213

Facsimile: N/A

E-mail: tonyslawnandtree@outlook.com

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</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

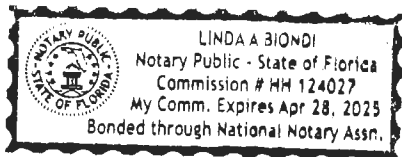
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Signed By:

Print Name:



TONY'S LAWN AND LANDSCAPING LLC

Signed By:

Print Name:

Title:

Date:

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

CHAIR

Commissioner Cecil L. Pendergrass, Chairr....
Lee County Board of County Commissioners
District 2

DATE:

ATTEST:

KEVIN KARNES, CLERK

BY:

DEPUTY CLERK

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

BY:

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-20-2020

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 to provide mowing and landscape maintenance services to all of the Library locations 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 which require upkeep and maintenance.

2. VENDOR REQUIREMENTS

- 2.1. Vendor shall schedule personnel appropriately to service these sites as necessary, and as climatic conditions change. The Vendor shall have available the equipment and personnel necessary to service the site(s) of this size and type.
- 2.2. The Vendor shall submit a monthly schedule showing the mowing, maintenance, weed control, pesticide, fertilization, trimming of the shrubs when required, etc. to the Library Representative prior to the start of services.

3. WORKMANSHIP AND INSPECTION

- 3.1. The supervision of the performance of this Contract is vested wholly with County. The 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.

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

4. TOLLS

- 4.1. The County will not pay for or reimburse the Vendor for any bridge tolls.

5. EMERGENCY SERVICE

- 5.1. The Vendor shall provide emergency service within 24 hours as requested by the Library, 365 days a year, including holidays and weekends. A 24 hour response is not required during a natural disaster.

6. ADDING OR DELETING OF SITES OR SERVICES

- 6.1. At the County's discretion, services and/or sites may be added or deleted.
- 6.2. The 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 County representative.
- 6.3. The County reserves the right to delete or cancel any site at the quoted price.
- 6.4. At the 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.

7. SUPERVISION AND SAFETY

- 7.1. 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.
- 7.2. The Vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the 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.

- 7.3. 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.

8. MATERIALS AND EQUIPMENT

- 8.1. 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.

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

9. MOWING

- 9.1. The Vendor shall coordinate with the onsite County authorized representative a walk-through of each of the sites to answer any minor procedural questions about mowing process at a specific site following notice of award of this Contract and prior to commencing services.

9.2. FREQUENCY:

- 9.2.1. The turf shall be mowed to a horticultural accepted height for the grass species and the time of the year.

- 9.2.2. Mow turf 36 times per year, per schedule below. Mowing shall be distributed evenly throughout the month.

January: 2 mowings	July: 4 mowings
February: 2 mowings	August: 4 mowings
March: 2 mowings	September: 4 mowings
April: 2 mowings	October: 4 mowings
May: 4 mowings	November: 2 mowings
June: 4 mowings	December: 2 mowings

- 9.2.3. The Library reserves the right to request additional mowings if needed to keep the turf under 4". Any additional mowings beyond the schedule must be initiated by the Library Representative.

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

- 9.2.5. The Vendor shall be available and able to mow throughout the year, exclusive of major holidays.

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

- 9.2.7. Vendor shall take care around parking lot signs and not run mowers or other equipment into signs. Damage to signs shall be reported to Library Representative within 24 hours.

- 9.2.8. Any damage to buildings, trees, utilities, etc. shall be reported by the Vendor to the Library Representative within 24 hours.

- 9.2.9. 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.

- 9.2.10. Vendor shall mow in such a manner as to not propel clippings, debris, etc. towards the buildings, planting beds or other mulched areas. Do not scalp berms when mowing.

- 9.2.11. The Library reserves the right to request a change in day of week or time of day a location is serviced to minimize the impact on public service.

9.2.12. 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 COUNTY.

10. EDGING:

10.1. Edging shall be performed by using a mechanical edger.

10.2. The Vendor shall edge all drives, curbs, parking areas, walkways, fences, and/or any other area that can be edged, on each site visit.

10.3. When edging against landscape beds that are mulched, Vendor will be careful to not disturb the mulch.

10.4. If the Vendor disturbs the mulched area he must smooth out the mulch or replace the mulch at his own expense.

11. LINE TRIMMING:

11.1. Line trimming is required along fence lines, trees, around structures, light poles, ditches, lake and pond banks, bollards, car stops, any areas not accessible to a mower and sidewalk edging.

11.2. Line trimming will be only allowed around mulched trees with a maintained mulched bed of 24" from the base of the tree.

11.3. Due care must be taken to avoid girdling trees.

12. SPRINKLER HEADS:

12.1. 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 will function properly.

12.2. Any damage to sprinkler systems, in ground valve covers or electrical covers must be reported to the Library Representative on the day it occurs. Such repairs will be at the Vendor's expense if caused by the Vendor's employees. County will make such repairs as necessary and invoice the Vendor.

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

13.1. The Vendor shall remove from walkways, drives, parking areas, roadways and curbs all materials resulting from maintenance of the area, to include: grass clippings, debris, fallen fronds, and branches.

13.2. All trash, including bottles, cans, broken glass and papers, any litter or debris shall be removed from the area.

13.3. Any debris that is thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned up.

13.4. The Vendor is responsible for cleaning up fallen debris etc. after a storm. County will provide a means to dispose of any large amounts of debris due to a storm.

13.5. In accordance with County Fertilizer Best Management Practices (BMP) Ordinance Section 7, Subsection G: 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.

13.6. 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.

13.7. Parking areas, reading gardens and other enclosed areas shall be cleaned each visit with leaf blowers and conspicuous litter shall be removed.

14. WEEDING AND WEED CONTROL

- 14.1. The Vendor shall be licensed to do any applications of pesticides, fertilizers, defoliants etc. as needed to protect the healthy growth of all trees, shrubs and plantings on the Library properties.
- 14.2. Weeding may be done by hand-pulling or chemically applied with selective herbicides.
- 14.3. All herbicides shall have marking dye added. Apply spot treatments as necessary to control localized weed problems.
- 14.4. Weeds six inches (6") and over shall be hand-pulled and disposed of offsite.
- 14.5. Landscaped beds, tree and shrub areas and mulched areas shall be weed free.
- 14.6. Remove weeds and grasses around and near all sign posts, utility poles, guy wires, benches, fence lines, ditches, pond and lake banks, or any other obstructions.
- 14.7. All curbing, bull noses and gutters are to be weed free.
- 14.8. Reading Gardens and enclosed staff areas at all locations must be kept weed free.
- 14.9. Pavers and concrete areas must be kept weed free between the pavers and joints.
- 14.10. During each site visit the Vendor shall smooth out the rocks, pine nuggets/bark, pine straw or mulch in the beds, around the buildings, or on the grounds.
- 14.11. Any plants such as palm shoots should be included in this scope.

15. DISEASE AND INSECT CONTROL (INCLUDING ANT CONTROL)

- 15.1. Disease and insect control (on plants, shrubs and trees) shall be addressed by the Vendor as needed or requested by the Library Representative.
- 15.2. A written schedule for pest control throughout the year for each library location must be provided by the Vendor to the Library Representative.
- 15.3. Control shall be addressed in a timely manner to control an infestation.
- 15.4. 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.
- 15.5. Ant Control: Treat mounds further than two feet from the building as they appear or as requested by the Library Representative.
- 15.6. All inactive mounds shall be leveled to match the existing grade.

16. FERTILIZATION

- 16.1. Shrubs, trees, vines, hedges and ground cover shall be fertilized with a complete fertilizer from two to four times per year depending on type of fertilizer (slow release, pre-emergent or post-emergent, etc.).
- 16.2. A written schedule for fertilization throughout the year at each library location must be provided by the Vendor to the Library Representative.
- 16.3. Palms shall be fertilized with a complete palm fertilizer two to four times per year, depending on type of fertilizer (slow release, etc.).
- 16.4. The Vendor shall maintain proper turf growth through fertilizers, weed inhibitors and if needed, reseeding.

- 16.5. 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.

17. TREE CARE

- 17.1. Vendor must supply the name and contact information of the registered arborist available for the purpose of overseeing all aspects of tree maintenance and care when needed for verification purposes. The Vendor must use as minimum standards and guidelines those of the ISA (International Society of Arboriculture).
- 17.2. 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 Library Representative.

18. PRUNING

- 18.1. The Vendor shall keep all hedges, shrubs, trees, and ground cover trimmed so as to present a neat, well-kept appearance.
- 18.2. All trim work and pruning shall follow the ISA guidelines for trimming and pruning.
- 18.3. 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.
- 18.4. Hedge lines should not undulate across the top or along the sides. All trimmed edges and corners should be rounded.
- 18.5. All sucker growth shall be removed during each visit. Do not apply Round-up (or equivalent) onto sucker growth on trees. Suckers must be manually removed.
- 18.6. Pricing shall include any type of equipment needed to perform rejuvenation, palm fronds and seed removal, structural pruning and tree trimming.
- 18.7. Keep areas next to emergency exit doorways free from branches and other plant growth that may impede evacuation of the building.
- 18.8. Plant material in Reading Gardens and other enclosed areas must be pruned and maintained on each visit and a clear path of travel to emergency exits must be maintained.
- 18.9. The Vendor shall keep all coconut trees free of coconuts.
- 18.10. The Vendor shall keep palm trees free of berries.
- 18.11. Removal of diseased and damaged wood and shrubs shall be done at any time, as necessary, and not included as regular pruning.
- 18.12. Allow plants to grow in their natural form. Do not shear, except the hedges.

19. TREE TRIMMING

- 19.1. The Vendor is required 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. All trim work and pruning shall follow the ISA guidelines for trimming and pruning.

- 19.2. Vendor shall notify the Library Representative of the annual tree trimming schedule for each library location before work commences.
- 19.3. The Vendor shall conduct full tree trimming at each site in May of each year in order to prepare for hurricane season. Under the direction of the arborist, the Vendor shall trim trees in such a way to minimize damage that may result from a severe weather event.
- 19.4. Trimming of very large trees (12' and higher) should not be more frequent than two times per year, however, Library Representative may request extra trimmings for an additional fee.
- 19.5. Trimming of trees around the buildings and parking lots shall be scheduled during times to have the least impact on public service.
- 19.6. If it is necessary to use a boom truck for such trimmings, the Vendor will work with the Library Representative to schedule.
- 19.7. No spiking of trees will be permitted.
- 19.8. Trim any lower branches that may interfere with walkways or parking lots or any other structures or the safety of pedestrians.
- 19.9. Trees and shrubs should be trimmed to allow for clear lines of site for security cameras.
- 19.10. Trees should be trimmed to allow for 3 feet of clearance to the building in both vertical and horizontal directions.
- 19.11. Vendor shall notify the Library Representative 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.
- 19.12. If there is a cost to remove a tree, prior approval must be obtained from the Library Representative.

20. REPLACEMENT PLANTS

- 20.1. If at any time trees, palms, shrubs, etc. are damaged or destroyed due to Vendor negligence or failure to adhere to the requirements of this agreement, it will be the Vendor 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.
- 20.2. All plants, shrubs and trees must be replaced with the same species, size, quality and type unless otherwise discussed and approved by the department.
- 20.3. Replacement of dead plants, shrubs and trees must take place within 21 calendar days of notification unless otherwise discussed and approved by the Library Representative. The Library reserves the right to hire another Vendor to replace the plants, shrubs and trees if Vendor fails to replace within 21 days or within the approved time frame. The Library will invoice the Vendor for the replacement.
- 20.4. Vendor should identify other dead and dying plant material through no fault of/not due to negligence on Vendor and provide library with replacement list and cost.

21. MULCHING

- 21.1. Due to County Administrative Code AC-5-9, cypress mulch is not acceptable. Cypress mulch shall not be included in the Florida Landscape Mulch.
- 21.2. Mulch includes all types of surface covering materials in use at Library locations: mulch, pine straw, pine bark/nuggets.

- 21.3. Each site shall have all mulch, pine straw and/or pine nuggets removed and replaced once a year.
- 21.4. A mulching, pine straw and/or pine nuggets/bark replacement schedule must be provided to the Library Representative every year before work commences.
- 21.5. During each visit the Vendor will smooth out the mulch, pine straw and/or pine nuggets/bark in the beds, around the buildings or anywhere on the grounds.
- 21.6. The mulch, pine straw and/or pine nuggets/bark must be maintained at all times at a settled depth of 3" as recommended by ISA and proper distance away from plantings and trees at no extra charge to the Library.
- 21.7. The depth of the mulch, pine straw and/or pine nuggets/bark must remain at 3" and no higher. This may require removal of decayed and deteriorating mulch product.
- 21.8. Additional mulch, pine straw and/or pine nuggets/bark shall be applied when deteriorated, at no additional cost to the county.
- 21.9. The Vendor is expected to remove any mulch debris from the curb, roadway and parking lots within each maintenance visit.
- 21.10. Mulch should be raked away from emergency exits at each visit.

22. EXOTIC PLANT REMOVAL

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

23. LOCATIONS & NOTES

- 23.1. Locations to be serviced are listed below. All locations shall receive the above described standard services. Where applicable additional notes to specialty services or characteristics of the specific location are listed.

	LOCATION	LOCATION & SERVICE NOTES
1	Bonita Springs Public Library 10560 Reynolds Street Bonita Springs, FL 34135	Zoysia sod area in courtyard Sylvester palms in planters Black mulch
2	Old Bonita Springs Public Library and Park and Pool Areas 26876 Pine Ave Bonita Springs, FL 34135	Standard service at the library location. Park and pool area adjoining the Library must be mowed. Include the areas between the ballparks, exclude the ballparks themselves. *The County is expecting service location to be removed during or after current contract.
3	Cape Coral Public Library 921 SW 39 th Terrace Cape Coral, FL 33914	Entire block must be mowed and maintained Pine straw surface covering Enclosed butterfly garden serviced by volunteers

4	Dunbar Jupiter Hammon Public Library 3095 Blount Street Fort Myers, FL 33916	Standard services described herein.
5	East County Regional Library 881 Gunnery Road N Lehigh Acres, FL 33971	Pine straw surface covering Standard services described herein.
6	Fort Myers Regional Library Campus 2450 First Street Fort Myers, FL 33901	Zoysia sod Royal Palms Pine nugget surface covering
7	Lakes Regional Library 15290 Bass Road Fort Myers, FL 33919	Enclosed staff break area Enclosed reading garden
8	North Fort Myers Public Library 2001 N Tamiami Trail North Fort Myers, FL 33903	Bahia sod in courtyard Enclosed reading gardens Pine straw surface covering
9	Northwest Regional Library 519 Chiquita Boulevard N Cape Coral, FL 33993	Enclosed break area Enclosed reading gardens
10	Pine Island Public Library 10701 Russell Road Pine Island, FL 33922	Standard services described herein.
11	Riverdale Branch Library 2421 Buckingham Road Fort Myers, FL 33905	Standard services described herein.
12	South County Regional Library 21100 Three Oaks Parkway Estero, FL 33928	Standard services described herein.
13	Library Administration Building 2345 Union St. Fort Myers, FL 33901	Standard services described herein.

End of Scope of Work and Specifications Section

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 County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. CURRENT CONTRACT IN PLACE LANGUAGE

2.1. The County currently has a contract in place for such services that is set to expire April 1, 2022. The Contract associated with this solicitation will therefore not become effective until April 2, 2022 or soon thereafter. Should the existing contract be terminated prior to its expiration date the County reserves the right to enter into contract with the Vendor prior to April 1, 2022.

3. BASIS OF AWARD

3.1. The basis of award for this bid will be the lowest *Total* per area (i.e. Area 1 Total) of the most responsive, responsible, and qualified Vendor meeting specifications or overall lowest bidder meeting specifications.

3.1.1. Vendors are not required to bid all Areas, but Vendors *are required* to bid on all line items within an Area. Failure to bid all line items within an Area will deem Vendor Non-Responsive for that Area and therefore ineligible for award of that Area.

3.3. County reserves the right, at the County's discretion, to award to in the manner that is in the best interest of the County.

3.4. County reserves the right, at the County's discretion, not to award certain items listed on the Bid/Proposal Form.

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

3.6. 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.

4. EXAMINATION OF SITE

4.1. It shall be the sole responsibility of the Vendor to have visited the site and have fully acquainted and familiarized themselves with the conditions as they exist and related to the work to be carried out under this Agreement. The Vendor shall make such investigations as they see fit, so that they fully understand the Work necessary to successfully complete this Project. 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.

4.2. The failure or omission of the Vendor to receive or examine any instruction or document, or any part of the specifications or to visit the site and acquaint themselves as to the nature and location of the work, the general and local conditions and all matters which may in any way affect performance, shall not relieve the Vendor of any obligation to perform as specific herein. Vendor understand the intent and purpose therefore and their obligations there under and that the Vendor should not make any claim for, or have any right to damages resulting from any misunderstanding or misinterpretation of this Agreement or because of any lack, real or perceived, of information.

End of Special Conditions Section



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

Posted Date: October 29, 2021

Solicitation No.: B210543MIF

Solicitation Name: Mowing and Landscape Maintenance for Lee County Libraries

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. ATTACHMENT: B210543MIF – ML Maintenance for LC Libraries Bid Schedule Final.pdf

2. QUESTIONS/ANSWERS

1.	The bid schedule for Solicitation B210543MIF-Mowing and Maintenance of Lee County Libraries, will not download for me. Please help!
Answer	<u>Please see attached.</u>
2.	I'm just confirming that all forms from 26+ need to be completed. If there is more to put into the packet, please let me know.
Answer	<u>Please reference "FORMS DESCRIPTION & INSTRUCTIONS" on pages 24 and 25 of the Bid Solicitation for instruction.</u>
3.	I see the start date is in April 2022. I didn't submit a bid earlier this year looking over everything it looks the same is it for the same services & What was the tabulation for the earlier solicitation for library mowing.
Answer	<u>Please reference the "SPECIAL CONDITIONS" and "SCOPE OF WORK AND SPECIFICATIONS" on pages 15 through 23 for review. The prior bid solicitation was CANCELLED and as such we are unable to provide the tabulation to review at this time.</u>
4.	I have received and downloaded the two documents that were provided within the bid (Invitation to Bid and Final Bid Schedule), but I was wondering what further steps are needed in order to complete the bidding process. I also noticed that there was a section concerning an envelope we will need to provide in order to carry on with the bidding?
Answer	<u>Please reference "FORMS DESCRIPTION & INSTRUCTIONS" on pages 24 and 25 of the Bid Solicitation for form instructions. Please refer to the Terms and Conditions of the Bid Solicitation for submission process, instructions, and details. Bids must be received in a sealed envelope as described in the solicitation.</u>

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.

Miguel Flores

Procurement Analyst

Procurement Analyst Direct Line: 239-533-8835

Lee County Procurement Management

EXHIBIT B

FEE SCHEDULE

The Vendor is responsible for the line items listed below referencing Area's 1, 2 and 4. Services are to be charged in accordance with the unit prices provided below.

<i>Library Mowing and Landscaping</i>			
<i>AREA 1</i>			
<i>A) Cape Coral Landscape Maintenance- Lee County Public Library 921 SW 39th Terrace, Cape Coral, Florida 33914</i>			
Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 100.00
2	Extra Mowing as requested by Library Representative	EA	\$ 175.00
3	Edging	EA	\$ 25.00
4	Line Trimming	EA	\$ 25.00
5	Removal, Hauling and Disposal of Material, Trash Removal and Pavement Cleaning and Sweeping	EA	\$ 25.00
6	Pruning	EA	\$ 80.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 25.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 150.00
10	Fertilization - Turf, 4 pounds introgen per 1,000 SF, 4 applications per year	LS	\$ 300.00
11	Tree Trimming of Entire Site	EA	\$ 1,850.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 1,850.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Pine Straw Replacement	EA	\$ 2,000.00
<i>B) Northwest Regional Landscape Maintenance - Lee County Public Library 519 Chiquita Blvd N., Cape Coral, FL 33993</i>			
Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 140.00
2	Extra Mowing as requested by Library Representative	EA	\$ 260.00
3	Edging	EA	\$ 40.00
4	Line Trimming	EA	\$ 40.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 40.00
6	Pruning	EA	\$ 100.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 40.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 150.00
10	Fertilization - Turf, 4 pounds introgen per 1,000 SF, 4 applications per year	LS	\$ 300.00
11	Tree Trimming of Entire Site	EA	\$ 2,130.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 2,130.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Mulch Replacement	EA	\$ 3,250.00

C) Pine Island Landscape Maintenance - Lee County Public Library 10701 Russell Road, Bokeelia, FL 33922

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 105.00
2	Extra Mowing as requested by Library Representative	EA	\$ 195.00
3	Edging	EA	\$ 30.00
4	Line Trimming	EA	\$ 30.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 30.00
6	Pruning	EA	\$ 75.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 30.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 100.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 200.00
11	Tree Trimming of Entire Site	EA	\$ 400.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 400.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control)	LS	\$ 150.00
16	Mulch Replacement	EA	\$ 1,800.00

AREA 2

A) Dunbar Jupiter Hammon Landscape Maintenance - Lee County Public Library 3095 Blount Street, Fort Myers, FL 33916

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 80.00
2	Extra Mowing as requested by Library Representative	EA	\$ 140.00
3	Edging	EA	\$ 20.00
4	Line Trimming	EA	\$ 20.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 20.00
6	Pruning	EA	\$ 60.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 20.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 75.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 250.00
11	Tree Trimming of Entire Site	EA	\$ 2,130.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 2,130.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Mulch Replacement	EA	\$ 1,100.00

B) Library Administration Landscape Maintenance - Lee County Public Library 2345 Union Street, Fort Myers, FL 33901

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 35.00
2	Extra Mowing as requested by Library Representative	EA	\$ 65.00

3	Edging	EA	\$ 10.00
4	Line Trimming	EA	\$ 10.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 10.00
6	Pruning	EA	\$ 25.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 10.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 75.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 250.00
11	Tree Trimming of Entire Site	EA	\$ 250.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 250.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 75.00
16	Mulch Replacement	EA	\$ 200.00

C) Fort Myers Regional Library Landscape Maintenance - Lee County Public Library 2450 First Street, Fort Myers, FL 33901

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 210.00
2	Extra Mowing as requested by Library Representative	EA	\$ 390.00
3	Edging	EA	\$ 60.00
4	Line Trimming	EA	\$ 60.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 60.00
6	Pruning	EA	\$ 150.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 60.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 100.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 200.00
11	Tree Trimming of Entire Site	EA	\$ 1,015.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 1,015.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Pine Nuggets	EA	\$ 3,000.00

D) North Fort Myers Public Library Landscape Maintenance - Lee County Public Library 2001 N. Tamiami Trail NE, North Fort Myers, FL 33903

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 140.00
2	Extra Mowing as requested by Library Representative	EA	\$ 260.00
3	Edging	EA	\$ 40.00
4	Line Trimming	EA	\$ 40.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 40.00
6	Pruning	EA	\$ 100.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 40.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 150.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 350.00

11	Tree Trimming of Entire Site	EA	\$ 2,130.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 2,130.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Pine Straw Replacement	EA	\$ 3,600.00

AREA 4

A) Bonita Springs Public Library Landscape Maintenance - Lee County Public Library 10560 Reynolds Street, Bonita Springs, 34135

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 140.00
2	Extra Mowing as requested by Library Representative	EA	\$ 260.00
3	Edging	EA	\$ 40.00
4	Line Trimming	EA	\$ 40.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 40.00
6	Pruning	EA	\$ 100.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 40.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 75.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 200.00
11	Tree Trimming of Entire Site	EA	\$ 2,000.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 2,000.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Mulch Replacement	EA	\$ 6,325.00

B) Old Bonita Springs Public Library and Park and Pool Areas Landscape Maintenance - Lee County Public Library 26876 Pine Ave. Bonita Springs, 34135

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 70.00
2	Extra Mowing as requested by Library Representative	EA	\$ 130.00
3	Edging	EA	\$ 20.00
4	Line Trimming	EA	\$ 20.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 20.00
6	Pruning	EA	\$ 50.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 20.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 400.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 800.00
11	Tree Trimming of Entire Site	EA	\$ 2,475.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 2,475.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Mulch Replacement	EA	\$ 1,250.00
17	Mowing Park and Pool Area	EA	\$ 50.00

C) South County Regional Library Landscape Maintenance - Lee County Public Library 21100 Three Oaks Parkway, Estero, FL 33928

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 140.00
2	Extra Mowing as requested by Library Representative	EA	\$ 260.00
3	Edging	EA	\$ 40.00
4	Line Trimming	EA	\$ 40.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 40.00
6	Pruning	EA	\$ 100.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 40.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 100.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 300.00
11	Tree Trimming of Entire Site	EA	\$ 2,475.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 2,475.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Mulch Replacement	EA	\$ 2,250.00

D) Lakes Regional Library Landscape Maintenance - Lee County Public Library 15290 Bass Rd, Fort Myers, FL 33919

Item	Description	Unit of Measure	Unit Price
1	Mowing	EA	\$ 140.00
2	Extra Mowing as requested by Library Representative	EA	\$ 260.00
3	Edging	EA	\$ 40.00
4	Line Trimming	EA	\$ 40.00
5	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	EA	\$ 40.00
6	Pruning	EA	\$ 100.00
7	Removal of diseased plant material as requested by Library Representative	EA	
8	Weeding and Weed Control	EA	\$ 40.00
9	Fertilization - Shrubs, Trees, Palms, Vines, Hedges and Ground Cover 2-4 times per year	LS	\$ 250.00
10	Fertilization - Turf, 4 pounds nitrogen per 1,000 SF, 4 applications per year	LS	\$ 400.00
11	Tree Trimming of Entire Site	EA	\$ 2,890.00
12	Extra Trimmings as requested by Library Representative	EA	\$ 2,890.00
13	Under 12 ft	EA	\$ 12.00
14	Over 12 ft	EA	\$ 15.00
15	Disease and Insect Control (including ant control) as needed	LS	\$ 150.00
16	Mulch Replacement	EA	\$ 5,100.00

EXHIBIT C

INSURANCE REQUIREMENTS

VER 06-30-2020

INSURANCE GUIDE



Lee County Insurance Requirements

Minimum Insurance Requirements: Risk Management in no way represents that the insurance required is sufficient or adequate to protect the 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."

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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.

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End of Insurance Guide Section

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: Feb 1, 2022

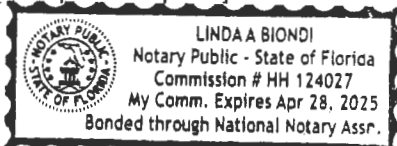
[Signature]
Signature

STATE OF FL
COUNTY OF Lee

Anthony Bruno As
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 1st day of FEBRUARY, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____

[Stamp/seal required]



[Signature]
Signature, Notary Public