# AGREEMENT FOR PRESSURE WASHING SERVICES

**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 Contractors Enterprises Inc., a Florida corporation, whose address is 1927 Manatee Drive, Kissimmee, FL 34759, and whose federal tax identification number is 72-1494295, hereinafter referred to as "Vendor."

# WITNESSETH

**WHEREAS**, the County intends to purchase pressure washing services from the Vendor in connection with "Pressure Washing Services - Countywide" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B220395WCD on July 29, 2022 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on November 15, 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 Services is set forth in Sections 1 through 44 of the Scope of Work and Specifications section of B220395WCD, 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. B220395WCD, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

# II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue through 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

of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interests. The effective date shall be the date the Lee County Board of County Commissioners awards the Solicitation to the Vendor.

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

# III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to 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 address indicated on the purchase order on an as needed 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. <u>VENDOR'S INSURANCE</u>

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;
  - 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;

- 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 <u>Exhibit D</u>.

# IX. <u>OWNERSHIP OF PRODUCTS</u>

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. <u>COMPLIANCE WITH APPLICABLE LAW</u>

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. <u>TERMINATION</u>

- 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. STOP WORK ORDER

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

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or

3. Terminate the Agreement in accordance with provisions contained in Section XI.

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

# XV. VENDOR WARRANTY

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

# XVI. MISCELLANEOUS

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

to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

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

[The remainder of this page intentionally left blank.]

<u>Vendor's Representative</u>		County's Representative				
Name:	Nicoliss Johnson	Names:	Roger Desjarlais	Mary Tucker		
Title:	Owner	Titles:	County Manager	Procurement Management Director		
Address:	1903 High Road Tallahassee, FL. 32303	Address:	P.O. Box 398 Fort Myers, FL 33902			
Telephone:	(850) 251-0677	Telephone:	(239) 533-2221	(239) 533-8881		
Facsimile:	(850) 727-5609	Facsimile:	(239) 485-2262	(239) 485-8383		
Email:	Nicoliss_johnson62@yahoo.com	Email:	rdesjarlais@leegov.com	mtucker@leegov.com		

- 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 No. B220395WCD
  - 4. Vendor's Submittal in Response to the Solicitation

[The remainder of this page intentionally left blank.]

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

WITNESS: **Contractors Enterprises Inc.** a Signed By: Signed By: Print Name: Nicoliss Johnson M Print Name: Title: Owner Date: \_\_\_\_\_\_ MIMIMUL LEE COUNTY COUN BOARD OF COUNTY COMMISSIONERS 22121111 OF LEE COUNTY, FLORIDA BY: CHAIR DATE: ATTEST: CLERK OF THE CIRCUIT COURT CHRIS JAGODZINSKI DEPUTY CLERK RELIANCE OF LEE COUNTY VLY: BY THE COUNTY ATTORNEY FICE OF

# EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

#### SCOPE OF WORK AND SPECIFICATIONS

#### 1. SCOPE

- 1.1. The Lee County Board of County Commissioners seeks to contract with qualified Vendors to provide pressure washing services for facilities throughout Lee County. The bid categories are listed in five (5) categories, Facilities, Tolls, Boardwalks and Nature Observation Areas, Buildings and Stadiums.
- 1.2. Vendor(s) are required to conform to all federal, state, and local laws, codes, rules, regulations, and requirements of Lee County.

### CATEGORY I

2. CATEGORY I FACILITIES

- 2.1. The range of pressure washing shall include but not limited to horizontal, vertical, roofs and overhangs (including skylights), walls doors, windows, soffits, fascia, awnings, gutters, trim, etc. Pressure washing shall remove all foreign materials to include, mold, mildew, oil, grease, adhesives, sand and dirt. Gutters shall be cleaned out during pressure washing operations to ensure free flow from the top to bottom and windows shall be squeegeed dry to leave a clear streak free finish. Sidewalks, within ten feet (10') of the building, and entrance pads shall include but not limited to washing all concrete floors and removing grease and oil using appropriate environmentally friendly cleaners.
  - 2.1.1. Category I Facilities shall constitute any building the County designates that is not listed in the solicitation documents and pricing shall be based on square feet.
  - 2.1.2. Additional items may include boat/kayak ramps, docks, decks, railings, piers, buildings, sidewalks, restrooms, playgrounds, shelters, etc., spray algae control.
- 2.2. Vendors shall have the technical knowledge to support correct application of pressure and any chemicals used in the pressure washing and window cleaning processes.
- 2.3. Vendors will provide all apparatus for safe operation at heights. This will include, but not limited to, ladders scaffolds, man-lifts, rigging, anchor freestanding counterweight systems, ropes, chairs, harnesses, squeegees, etc.
- 2.4. Vendors will not allow any runoff or disposal via the storm water system. Vendor shall cover or curb work areas to collect all non-regulated wastewaters for disposal via the sanitary sewage system.
- 2.5. Vendor will not allow discharges of wastewater to storm water systems, such as storm drains or ditches. Discharge of wastewater into streams or rivers is strictly prohibited.
  - 2.5.1. Vendors shall take necessary precautions to prevent water and/or chemicals from damaging the roof and accessories of all County Property. Any damage to existing utilities, equipment, finished surfaces resulting from the performance of this contract shall be repaired to the satisfaction of Lee County at the vendor's expense.
- 2.6. Brush cleaning and low-pressure cleaning shall be used when necessary to avoid damage to building exteriors and windows.
  - 2.6.1. When specifically requested, window cleaning shall include a thorough cleaning of all outside windows. Vendors shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees. Windows shall only be cleaned on the exterior.

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2.7. For buildings constructed with Insulated Concrete Forms (ICF) such as the Six Mile Cypress Interpretive Center, the water stream should be directed downward to avoid driving water up under the hardie board siding which covers ICF.

# 3. CHEMICAL USE

- 3.1. All chemicals used for the performance of this contract shall be "Green Seal" labeled or equivalent, biodegradable, and non-toxic. Chemicals used shall be environmentally safe and nontoxic and will not be harmful to grass. A list of chemicals to be used shall be provided with this bid.
- 3.2. Vendors will properly dispose of any regulated contaminants including but not limited to heavy metals, oils, or greases, etc. Do not allow any runoff or disposal via the storm water system.
- 3.3. All chemical containers and residual contained chemicals will be the responsibility of the awarded Vendors. No chemicals of any type shall be disposed of at or on County property.
- 3.4. Some areas require water to be trucked in and may require the Vendor to provide water at some locations.
- 3.5. Vendors shall furnish MSDS/SDS sheets on all chemicals to be utilized to the requesting department within 10 days after project award.

### 4. BUSINESS HOURS OF OPERATION

- 4.1. Hours of operation shall be specified based on individual project requirements. Vendors will coordinate all working hours with the County's requesting department prior to the start of any pressure washing.
  - 4.1.1. Requesting department and the Vendors will agree on a schedule as not to interrupt the requesting department's Day-to-day operations.

# 5. CLEAN UP

- 5.1. All unusable materials and debris shall be removed from the premises at the end of each workday and properly disposed of in an appropriate manner. Upon final completion, the Vendors shall thoroughly clean up all areas where work has been conducted as mutually agreed upon with the County's requesting department.
- 5.2. Vendors shall remove surplus material, equipment, and debris from the site at the end of each job and shall leave the site clean and neat.

### 6. LABOR, EQUIPMENT, & MATERIALS

6.1. Vendors shall furnish all labor, equipment, and materials necessary for satisfactory contract performance.

### 7. FINAL REPAIR AND CLEAN-UP

- 7.1. Vendors shall repair any areas of the site that was damaged as a result of the work performed that the Vendor's employees at their own expense.
- 7.2. If damage occurs to County property, Vendors will use like kind and quality of materials to repair any damage caused by Vendors employees. All repairs shall be deemed acceptable only when they have been inspected and approved by County staff.
- 7.3. All work shall be completed using the least invasive methods as possible.
- 7.4. At no time shall the specified repair work interfere with the regular operating hours of Lee County's requesting department.
- 7.5. Vendors must have ample cleaning supplies and equipment on hand to complete the pressure washing job. At no time shall Vendors use County cleaning supplies or equipment to perform pressure washing.

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#### 8. PROTECTION OF PROPERTY

8.1. All existing structures, utilities, services, roads, trees, shrubbery, and property shall be protected against damage or interrupted services at all times by the Vendors during the term of this contract; and the Vendors shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Vendor(s).

### 9. SUPERVISION

9.1. Vendors shall provide necessary supervision while working on County projects. Vendor's site supervisor shall communicate with requesting County staff regarding all aspects of pressure washing on County property. Vendor's supervisor shall have a cell phone in good working order provided at the Vendors expense. This cell phone number shall be provided to the requesting County departments.

# 10. STAFF

- 10.1. Vendors shall provide adequate personnel, trained in all facets of pressure washing cleaning to properly and satisfactorily complete the County's projects and provide aesthetically pleasing and completely acceptable work.
- 10.2. Vendors shall demonstrate the ability to provide trustworthy, reliable employees.
- 10.3. Vendor's employees shall be neat and clean in appearance and shall have a uniform that consist of shirs, pants, work shoes/boots and identification that clearly identifies them as employees of the Vendor's company.

#### **11. INSPECTION**

11.1. Lee County reserves the right to inspect all contracted work areas prior to commencement and all work prior to payment. The Vendors shall promptly correct all work rejected by an authorized Lee County representative at no additional cost to the County.

# **CATEGORY II**

### 12. CATEGORY II TOLLS

- 12.1. Lee County may, at their sole discretion, add new areas of dissimilar nature or alter sites, based on a mutually agreed price, to be negotiated between the Vendor and an authorized Lee County Representative with the Procurement Management Director's approval.
- 12.2. Lee County reserves the right to delete or cancel any site at the quoted price.
- 12.3. Lee County at their sole discretion can change, add, delete, or cancel any site at any time.
- 12.4. Lee County at their sole discretion can negotiate with the vendor for any additional areas or services.

#### **13. TRAFFIC CONTROL**

- 13.1. Vendor shall adhere to the requirements of the current edition of the U.S. DOT Manual on Uniform Traffic Control Devices (MUTCD).
- 13.2. For operations requiring closure of travel lane(s), Vendors shall comply with the Florida DOT Standard Specifications for Road and Bridge Construction, current edition, Section 102.
- 13.3. For Traffic Control through Work Zones please reference the current edition of the FDOT "Design Standards" Index 600 Series.
- 13.4. At least one person with an Intermediate Level Maintenance of Traffic (MOT) should be on sight at all times. Please furnish copies of the certificates of all the employees who will be working. Toll Facilities

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managers the MOT on the booth side of the plazas (North side of the visual wall). Vendor will need to manage the MOT on the west bound traffic, on the south side of the visual wall.

### 14. DESCRIPTION

- 14.1. Work to be performed consists of providing all labor, materials, equipment, and incidentals necessary to pressure clean, chemically clean toll plaza facilities as described in these specifications. The toll plaza cleaning shall include external masonry, concrete and stucco walls, brick walls, concrete divider islands, tile areas, stairwells, the entire toll canopy (including signs) and its support columns.
- 14.2. Care shall be taken to avoid any paint removal. It may be necessary to hand scrub certain areas for thorough cleaning.

### **15. SITE LOCATIONS**

- 15.1. Work shall be performed at the following toll facility locations:
  - A. Cape Coral Toll Facility, 10100 College Parkway, Fort Myers
  - B. Midpoint Memorial Toll Facility, 1930 SE 23<sup>rd</sup> Terrace, Cape Coral
  - C. Sanibel Toll Facility, 18700 McGregor Blvd., Fort Myers
  - D. Lee Way Service Center, 1366 Colonial Blvd., Fort Myers

### 16. VENDRS RESPONSIBILITIES

- 16.1. Vendors shall provide at least one supervisor that that is capable of communication with County staff while work is being performed on County property.
- 16.2. Vendors shall provide all labor, materials, tools, equipment and incidentals (including water if not available at the facility) necessary to perform the work as specified. Vendor shall use cleaners, degreasing agents and other approved means to remove all dirt, oil, tar, exhaust residue, spider webs and egg sacs, mud dauber nests, bird droppings, and any other deposit or film which may be present on the exterior of the buildings. Streaking of surfaces will not be allowed, and manual scrubbing may be required in order to attain the desire results. Materials Safety Data Sheets (MSDS) for all chemicals used shall be submitted by the Vendors to the Toll Facilities Manager prior to use on the project.
- 16.3. Vendors shall clean all canopy signs and care shall be taken by the Vendors to ensure that water does not intrude into the sensitive electronics. These items shall be protected at all times when water intrusion could occur. Vendors shall be responsible for all damage to the property of the Toll Facility and to the public moving through the toll facility caused by Vendor's operations.
- 16.4. Vendor shall not store any equipment, vehicles, or materials at any toll plaza site.
- 16.5. Upon completion of each day's work, the Vendors shall ensure that the plaza or other facilities being cleaned are free from debris caused by the work and shall remove and properly dispose of such debris off Toll Facilities right-of-way.
- 16.6. Within ten (10) calendar days prior to completing agreed upon work, the Vendor shall submit to the Toll Facilities Manager for approval, two (2) copies of the proposed plan and methods for performing the work including a list of equipment and personnel anticipated for use. The submittal shall also include the Vendor's safety and maintenance of traffic plan showing the proposed methods of ensuring safety and minimum interference with normal traffic flow on the Toll Facility's travel lanes and other affected roadways. Approval of the Vendor's safety and traffic plan(s) shall not relieve the Vendor's equipment and/or personnel.
- 16.7. All lane cleaning and canopy cleaning work shall be performed beginning between the hours of 6:00 p.m. to 10:00 p.m. and ending by 6:00 a.m., local time, unless otherwise approved by the Toll Facility Manager. Adequate lighting shall be provided by the Vendors. All other cleaning may be performed during daylight hours with the approval of the Toll Facility Manager.

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- 16.8. Vendors shall coordinate, and receive authorization from, the Toll Facilities Manager before any lanes are closed.
- 16.9. Vendor's equipment shall meet the following minimum requirements:
  - a. Sufficient high pressure cleaning equipment, independently powered and capable of a sustained operation at a minimum of 3,000 PSI of output water pressure. Under extreme conditions, higher pressures may be necessary with no water heating requirement. This equipment shall also have the capability of heating the output water to a minimum temperature of 210 degrees Fahrenheit and must be designed to apply cleaning agents to surfaces to be cleaned in a volume sufficient to attain the desired cleaning results.
  - b. Mobile work platform capable of reaching a minimum of 18-foot rise above ground level and meeting OSHA standards.
- 16.10. Vendors shall employ sufficient traffic control devices to identify their employees and equipment as an obstacle to oncoming traffic and to divert traffic to open, unobstructed lanes.
- 16.11. Vendors shall provide signage and/or barriers, which will adequately alert oncoming traffic that lanes are closed for facility cleaning.
- 16.12. Vendors employees and subcontractors shall <u>wear or ange safety vests at all times</u> when working at toll plazas.
- 16.13. Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to plants, shrubs and trees by the Vendors equipment or personnel.
- 16.14. Any significant standing water remaining at the facility when cleaning has concluded shall be removed immediately by the Vendor. Vendors plan for performing the work shall indicate methods of proper disposal of all materials (i.e., water run-off). At the completion of the cleaning operation for each individual lane, and prior to opening the lane to patron traffic, Vendors shall remove any standing water from the lane, its approach and the exit area.
- 16.15. During the cleaning of multi-lane facilities, Vendors shall provide a method of protecting patron vehicles from sprayed water and chemicals/cleaner. Vendors shall detail this method of protection in the plan for performing the work.
- 16.16. Areas to be cleaned by the Vendor include the following:
  - a. Administration Buildings, other facilities (LeeWay Service Center) and Sidewalks Buildings shall be cleaned from roof edge to ground, including windows and doors. To include dumpster enclosures (inside & out), smoking areas (includes pan roofs where applicable) screen enclosures, fuel tank platform, stair walls, breezeway, handrails, elevator outside wall, storage shed/warehouse, loading dock area, building stone work, stone facility sign, fences (PVC and concrete) and parking lot stains/car stops.
  - b. Canopies and Columns Toll canopies and their supporting columns, including any installed skylights, canopy signs, steel/concrete bollards, gator heads, barrier (knee) walls, and awnings between Cape Coral Facility and canopy. Note: Vendors will use low PSI pressure washing around canopy lights, cameras, and camera brackets.
  - c. Visual Walls Separates ORT Lanes from booth lanes. The wall is 4,306 square feet which includes only side facing booths. Note: (Optional Cleaning) The Toll Facilities Manager may request additional cleaning of toll plaza components as needed.

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# CATEGORY III

### 17. CATEGORY III BOARDWALKS AND NATURE OBSERVATION AREAS

- 17.1. This category is specifically for boardwalks and nature observation areas (shelters, observation decks, amphitheaters) within natural areas. These amenities may be composed of wood or recycled materials such as Trex, TanDeck or similar materials. The range of pressure washing shall include walking surfaces, benches, shelters (inside and outside of roof structures), and inside and outside of side rails and top rails. Pressure washing shall remove all foreign materials to include, mold, mildew, oil, grease, adhesives, sand and dirt.
- 17.2. Vendors shall have the technical knowledge to support correct application of pressure. The use of cleaning solutions, chemicals, and treated water are prohibited.
- 17.3. Water may be retrieved on-site from natural water sources. Some locations require Vendors to bring in their own water supply.
- 17.4. Boardwalk Locations
  - 17.4.1. The below listed locations have been prescribed as boardwalk locations:
    - a. Six Mile Cypress Slough Preserve
    - b. Prairie Pines Preserve
    - c. Galt Preserve
    - d. Wild Turkey Strand Preserve
    - e. Caloosahatchee Creeks Preserve

# 18. CHEMICALS

- 18.1. All chemicals used for the performance of this contract shall be "Green Scal" labeled or equivalent equal. Chemicals used shall be environmentally safe and nontoxic. <u>A list of chemicals to be used shall be provided with this bid.</u>
- 18.2. Use only biodegradable and non-toxic chemical products. Ensure that any regulated contaminants including heavy metals, oils or greases are disposed of properly. Do not allow any runoff or disposal via the storm water system. Product used must not be harmful to grass.
- 18.3. All chemical containers and residual contained chemicals will be the responsibility of the Vendors. No chemicals of any type shall be disposed of at or on County property.
- 18.4. Vendors shall furnish MSDS/SDS sheets on all chemicals to be utilized under this Invitation to Bid within 10 days after the award to the requesting department.

# **CATEGORY IV**

# **19. CATEGORY IV BUILDINGS "LIBRARIES"**

- 19.1. The range of pressure washing shall include but not limited to horizontal, vertical, roofs and overhangs (including skylights), walls doors, windows, soffits, fascia, awnings, gutters, trim, etc. Pressure washing shall remove all foreign materials to include, mold, mildew, oil, grease, adhesives, sand and dirt. Gutters shall be cleaned out during pressure washing operations to ensure free flow from the top to bottom and windows shall be squeegeed dry to leave a clear streak free finish. Sidewalks, within ten feet (10') of the building, and entrance pads shall include washing all concrete floors and removing grease and oil using appropriate environmentally friendly cleaners.
- 19.2. Vendors shall have the technical knowledge to support correct application of pressure and any chemicals used in the pressure washing and window cleaning processes too include high-rise.
- 19.3. Vendors will provide all apparatus for safe operation at heights. This will include, but not limited to, ladders scaffolds, man-lifts, rigging, anchor freestanding counterweight systems, ropes, chairs, harnesses, squeegees, etc.

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- 19.4. Vendor(s) will not allow any runoff or disposal via the storm water system. Vendor(s) shall cover or curb work areas to collect all non-regulated wastewaters for disposal via the sanitary sewage system.
- 19.5. No discharges of wastewater to storm water systems, such as storm drains or ditches. No discharge of wastewater to streams or rivers.
- 19.6. Vendors shall take necessary precautions to prevent water and/or chemicals from damaging the roof and accessories. Any damage to existing utilities, equipment, finished surfaces resulting from the performance of this contract shall be repaired to the satisfaction of Lee County at the Vendor's expense.
- 19.7. Brush cleaning and low-pressure cleaning shall be used if necessary to avoid damage to particular building exteriors as directed by County requesting department.
- 19.8. When specifically requested, window cleaning shall include a thorough cleaning of all exterior windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees.
- 19.9. For buildings constructed with Insulated Concrete Forms (ICF) the water stream should be directed downward to avoid driving water up under the hardie board siding which covers ICF.
- 19.10. Library Building Locations
  - Bonita Springs Public Library-10560 Reynolds St., Bonita Springs, FL. 34135
  - Cape Coral-Lee County Public Library-921 SW 39th Terrace, Cape Coral, FL. 33914
  - Dunbar-Jupiter Hammon Library-3095 Blount St., Fort Myers, FL. 33916
  - East Lee County Regional Library-881 Gunnery Rd. N., Lehigh Acres, FL. 33971
  - Fort Myers Regional Library-2450 First St., Fort Myers, FL. 33901
  - Fort Myers Regional Library Plaza/Amphitheater/Meeting Rooms-2450 First St., Ft. Myers, Fl. 33901
  - Lakes Regional Library-15290 Bass Rd., Fort Myers, FL. 33919
  - North Fort Myers Public Library-2001 Tamiami Trail, North Fort Myers, FL. 33903
  - Northwest Regional Library-519 N. Chiquita Blvd., Cape Coral, FL. 33993
  - Pine Island Public Library-10701 Russell Rd., Bokeelia, FL. 33922
  - Riverdale Branch Library-2421 Buckingham Rd., Fort Myers, FL. 33905
  - South Lee County Regional Library-21100 Three Oaks Pkwy., Estero, FL. 33928

#### 20. CHEMICALS

- 20.1 All chemicals used for the performance of this contract shall be "Green Seal" labeled or equivalent equal. Chemicals used shall be environmentally safe and nontoxic. <u>A list of chemicals to be used shall be provided with this bid.</u>
- 20.2. Vendor shall use only biodegradable and non-toxic chemical products, ensuring that any regulated contaminants including heavy metals, oils or greases are disposed of properly. Do not allow any runoff or disposal via the storm water system. Product used must not be harmful to grass.
- 20.3. All chemical containers and residual contained chemicals will be the responsibility of the Vendors. No chemicals of any type shall be disposed of at or on County property.
- 20.4. Vendors shall furnish MSDS/SDS sheets on all chemicals to be utilized under this Invitation to Bid within 10 days after the award to the requesting department.

### 21. BUSINESS HOURS OF OPERATION

21.1. Hours of operation shall be specified based on individual project requirements. Timing of work is critical. Most work will be required to be completed after hours and/or on weekends. For facilities where public

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usage is high on weekends, weekend work may not be possible. At no point shall the Vendors work interfere with the day-to-day operations of Lee County requesting department.

### 22. CLEAN UP

- 22.1. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, Vendors shall thoroughly clean up all areas where work has been completed as mutually agreed with the requesting County's department.
- 22.2. Vendors shall remove surplus material, equipment, and debris from the site and leave the site clean and neat.
- 22.3. All work must be cleaned up prior to the Vendors leaving the job site.

#### 23. LABOR, EQUIPMENT, & MATERIALS

23.1. Vendors shall furnish all labor, equipment, and materials necessary for satisfactory completion of assigned work.

### 24. FINAL REPAIR AND CLEAN-UP

- 24.1. Vendors shall repair any areas of the site damaged as a result of the work at his own expense.
- 24.2. Like kind and quality of materials shall be used. All repairs shall be deemed acceptable only when they approved by the County's requesting department.
- 24.3. All work shall be completed using the least invasive methods as possible.
- 24.4. At no time shall the specified work interfere with the regular operating hours the County's requesting department.
- 25.5. Vendors must have ample cleaning supplies and equipment prior to the start of work and at no time shall the Vendors use County cleaning supplies or equipment to perform the requested pressure washing job.

### **25. PROTECTION OF PROPERTY**

25.1. All existing structures, utilities, services, roads, trees, shrubbery, and property both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract; and the Vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the Vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the Vendor.

#### **26. SUPERVISION**

26.1. Vendors shall provide necessary supervision while working on County projects. Vendors supervisor shall communicate with County requesting department at all times relating to product labels, job instructions, and signs, as well as the need for conversing with management personnel. The supervisor shall have a cell phone in good working order provided at the Vendor's expense. This cell phone number shall be provided to the County's requesting department prior to work beginning.

#### 27. STAFF

- 27.1. Vendors shall provide adequate personnel, trained in all facets of pressure washing cleaning to properly and satisfactorily complete the County's projects and provide aesthetically pleasing and completely acceptable work.
- 27.2. Vendors shall demonstrate the ability to provide trustworthy, reliable employees.
- 27.3. Vendor's employees shall be neat and clean in appearance and shall have a uniform that consists of shirts, pants and work shoes/boots and identification that clearly identifies them as employees of the Vendors.

#### **28. INSPECTION**

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Solicitation No. B220395WCD

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28.1. Lee County reserves the right to inspect all contracted work areas prior to commencement and all work prior to payment, Vendor(s) shall promptly correct all work rejected by an authorized Lee County representative at no additional cost to the County.

# **CATEGORY V**

### 29. CATEGORY V STADIUMS

- 29.1. Vendors shall have the technical knowledge to support correct application of pressure and any chemicals used in the pressure washing and window cleaning processes.
- 29.2. Vendors will provide all apparatus for safe operation at heights. This will include, but not limited to, ladders scaffolds, man-lifts, rigging, anchor freestanding counterweight systems, ropes, chairs, harnesses, squeegees, etc.
- 29.3. Vendor(s) shall not allow any runoff or disposal via the storm water system. Cover or curb work areas to collect all non-regulated wastewaters for disposal via the sanitary sewage system.
- 29.4. No discharges of wastewater to storm water systems, such as storm drains or ditches. No discharge of wastewater to streams or rivers.
- 29.5. Vendors shall take necessary precautions to prevent water and/or chemicals from damaging the roof and accessories. Any damage to existing utilities, equipment, finished surfaces resulting from the performance of this contract shall be repaired to the satisfaction of Lee County at the Vendor's expense.
- 29.6. Brush cleaning and low-pressure cleaning shall be used if necessary to avoid damage to particular building exteriors.
- 29.7. When specifically requested, window cleaning shall include a thorough cleaning of all exterior windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees.
- 29.8. For buildings constructed with Insulated Concrete Forms (ICF) the water stream should be directed downward to avoid driving water up under the hardie board panel which covers ICF.
- 29.9. All chemical containers and residual contained chemicals will be the responsibility of the Vendors. No chemicals of any type shall be disposed of at or on County property.

# **30. BUSINESS HOURS OF OPERATION**

30.1. Hours of operation shall be specified based on individual project requirements. Timing of work is critical. Most work will be required to be completed after hours and/or on weekends. For facilities where public usage is high on weekends, weekend work may not be possible. At no point shall the Vendors work interfere with the day-to-day operations of Lee County requesting department.

### 31. CLEAN UP

- 31.1. All unusable materials and debris shall be removed from the premises at the end of each workday and disposed of in an appropriate manner. Upon final completion, the Vendors shall thoroughly clean up all areas where work has been involved as mutually agreed with the County's requesting department.
- 31.2. Vendors shall remove surplus material, equipment, and debris from the site and leave the site clean and neat.
- 31.3. All work must be cleaned up prior by the Vendor at the completion of each job.

### 32. LABOR, EQUIPMENT, & MATERIALS

32.1. Vendor shall furnish all labor, equipment, and materials necessary for satisfactory contract performance.

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#### 33. FINAL REPAIR AND CLEAN-UP

- 33.1. Vendors shall repair any areas of the site damaged as a result of the work at his own expense.
- 33.2. Like kind and quality of materials shall be used. All repairs shall be deemed acceptable only when they approved by the County's requesting department.
- 33.3. All work shall be completed using the least invasive methods as possible,
- 33.4. Vendors must have ample cleaning supplies and equipment to complete the agreed upon pressure washing job and at no time shall the Vendor use County cleaning supplies or equipment.

### 34. PROTECTION OF PROPERTY

34.1. All existing structures, utilities, services, roads, trees, shrubbery, and property both public and in which the County has an interest shall be protected against damage or interrupted services at all times by the Vendor during the term of this contract; and the Vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the Vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

#### **35. SUPERVISION**

35.1. Vendors shall provide necessary supervision while working on County projects. Vendors supervisor shall communicate with County's requesting department regarding product labels, job instructions, and signs. The Vendors supervisor shall have a cell phone in good working order provided at the Vendors expense. This cell phone number shall be provided to the County's requesting department.

# 36. STAFF

- 36.1. Vendors shall provide adequate personnel, trained in all facets of pressure washing cleaning to properly and satisfactorily complete the County's projects and provide aesthetically pleasing and completely acceptable work.
- 36.2. Vendors shall demonstrate the ability to provide trustworthy, reliable employees.
- 36.3. Vendors employees shall be neat and clean in appearance and shall have a uniform that consist of pants, shirts, work shoes/boots and identification that clearly identifies them as employees of the Vendor.

### **37. INSPECTION**

- 37.1. Lee County reserves the right to inspect all contracted work areas prior to commencement and all work prior to payment, Vendor(s) shall promptly correct all work rejected by an authorized Lee County representative at no additional cost to the County.
- 37.2. When specifically requested, window cleaning shall include a thorough cleaning of all exterior windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees.

#### **38. CHEMICALS**

- 38.1. Any damage from the use of chemicals is the responsibility of the Vendor to repair at no cost to the County.
- 38.2. Chemical cleaners that are used on surfaces in areas of plants and grass shall not be harmful to vegetation. Care shall also be taken to avoid any damage to plants, shrubs and trees by the Contractor's equipment or personnel.
  - 38.2.1. Vendor will use Citra-Shield at the stadiums, this will be confirmed with the requesting department prior to work beginning.

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#### **39. JETBLUE PARK**

- 39.1. Clean entire stadium white canopy top and bottom, including gutters.
- 39.2. Clean all of JetBlue Park including but not limited to Seating Bowl, outside concrete skirt area, concourse area flat surface, coquina block to be cleaned with potable water and low pressure to remove cobwebs and surface dirt, clean flat surface in front and around side of merchandise shop, clean all sidewalks around outfield seating area, clean monster deck all levels and concrete floors and restrooms, all stairs, all roll up, canopies and awnings, all speakers, all gutters, JetBlue Tailfin and retired numbers. All areas are to be cleaned and rinsed thoroughly.
- 39.3. Chemical clean/rinse all areas of facility with Citra-Shield cleaner. This includes the cleaning of drains to the roof areas, including the Monster and elevator shaft, A/C areas, entire gift shop roof and all sides of air conditioning units. All 2nd floor suites and porches, all areas to be cleaned and rinses thoroughly.
- 39.4. Clean the multi-purpose building exterior between 4 field complex, maintenance building including top, and bottom of metal canopy, tops and bottoms of all metal canopies located at the six back fields (includes dugout, scorers' table and row bleacher seating), and all gutters. All areas to be cleaned and rinsed thoroughly.
- 39.5. Clean all white fencing located throughout the facility.
- 39.6. Clean exterior walls and roof of metal batting cage building, including gutters. All areas to be cleaned and rinsed thoroughly.
- 39.7. Clean dumpster area walls inside and out, dumpsters, generator building walls and roof. All areas to be cleaned and rinsed thoroughly.
- 39.8. When specifically requested, window cleaning shall include a thorough cleaning of all exterior windows and shall remove all foreign material to include, but not limited to, mold mildew, oil, grease, adhesives, sand, and dirt. Windows shall have a streak free clear finish. Windows shall be hand washed and hand dried using microfiber towels and squeegees.
- 39.9. Field Video Board and Daniels Road Video Board shall be cleaned and rinsed thoroughly. Care shall be used not to damage electrical components associated with the listed equipment.

#### **40. LEE COUNTY SPORTS COMPLEX**

- 40.1. All areas to be cleaned and rinsed thoroughly with Citra-Shield Cleaner.
- 40.2. Clean all of Hammond Stadium which includes but not limited to walls, lights, doors, roll ups, windows, flat surfaces, canopies and awnings, trellis, fencing, stairs, roofs, outside a/c areas, outer perimeter concrete, sidewalks, planter walls and fountain walls, outer perimeter white fences and gates, seating bowl and all seats throughout the stadium, seats, restrooms, speakers, picnic tables in the picnic area along with the floor columns and roof, board walk top and bottom, berms sidewalk and walls, outside elevator walls, dumpsters, generator walls inside and out, gutters throughout, wall pads around the field bullpens, and dugouts. All areas to be cleaned and rinsed thoroughly. Clean all signs and video boards throughout Hammond Stadium.
- 40.3. Softball -- buildings which includes but not limited to outside and inside walls, doors, roll ups, and roof areas top and bottoms, tower, stairs and restrooms, bleachers, scorer's tables, softball dugout roofs, concrete areas, and playground.
- 40.4. Minor League Fields- restroom building and structures which includes but not limited to outside and inside walls, floors windows, doors, roll ups, and roofs, tower, dugout roofs, all bleacher roofs top and bottoms, bleachers, scorer's tables and concrete areas.
- 40.5. Minor League Building, locker room, weight room and batting cages which includes but not limited to outer perimeter walls, roofs, a/c units, gutters, windows, doors, roll-ups sidewalks and concrete areas.

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- 40.6. Academy which includes but not limited to outer perimeter walls, windows, doors, roll ups, dumpsters, sidewalks, roofs, a/c units, screen porch walls, concrete areas, windows, screens, and lights.
- 40.7. Maintenance Building which includes but not limited to outer walls, windows, doors, roll ups, gutters, canopies top and bottom, roof, pump canopy top and bottom, and fuel tank.
- 40.8. Baseball field 1 wall padding.
- 40.9. Window cleaning of all exterior windows on the property
- 40.10. Clean front entrance sign.

#### 41. TERRY PARK

- 41.1. Clean all of Terry Park structures which includes but not limited to walls, lights, doors, roll ups, exterior windows, flat surfaces, canopies and awnings, fencing, stairs, roofs, outer perimeter concrete, sidewalks, planter walls, fences and gates, all seats throughout the stadium, bleachers, restrooms, speakers, picnic tables, floor columns and roof, dumpsters, gutters throughout, wall pads around the field, bullpens, and dugouts. All areas to be cleaned and rinsed thoroughly with Citra-Shield as needed.
- 41.2. Terry Park Structures
  - a. Administration building
  - b. Annex
  - c. Extension building
  - d. Front clubhouse
  - e. Small outside restroom building
  - f. Pienic pavilion
  - g. Garage
  - h. Baseball pavilion & concrete pad
  - i. Stadium
  - j. Baseball concession building
  - k. Baseball restrooms
  - I. Rear clubhouse
  - m. New maintenance building
  - n. Batting cage (by baseball pavilion)
  - o. Plaza concrete walkway

#### 42. PLAYER DEVELOPMENT COMPLEX

- 42.1. Clean all of Player Development Complex (5 Plex) structures which includes but not limited to walls, lights, doors, roll ups, exterior windows, flat surfaces, canopies and awnings, trellis, fencing, stairs, roofs, outside a/c areas, outer perimeter concrete, sidewalks, planter walls, fences and gates, bleachers, restrooms, speakers, picnic tables, floor columns and roof, dumpsters, gutters throughout, patio screen and windscreen. All areas to be cleaned and rinsed thoroughly with Citra-Shield.
- 42.2. Player Development Complex (5 Plex) Structures

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- a. Clubhouse
- b. Picnic pavilion (connected to clubhouse)
- c. Tower building (in the middle of the four fields)
- d. Restroom building between two fields
- e. Maintenance building
- f. Indoor batting cage building
- 43.3. Window cleaning of all exterior windows on the property.

# 43. TWINS BASEBALL ACADEMY

- 44.1. Ground Floor- Pressure Wash/Window Clean.
- 44.2. Second and Third Floor- Pressure Wash/Exterior Window Clean.

### 44. WATER

- 45.1. Lee County will provide water for pressure washing at locations that have such service, however if a facility is not equipped with water hook ups, shall be the responsibility of the Vendors to provide water for the requested pressure washing.
- 45.2. Vendor shall be responsible for coordinating with the requesting department regarding the availability of water supply at the time of requested service.
- 45.3. Vendors will not be allowed took utilize any fire hydrants for any pressure washing jobs relating to this solicitation.

End of Scope of Work and Specifications Section

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

Posted Date: August 1, 2022

Solicitation No.: B220395WCD

Solicitation Name: Pressure Washing Services

Subject: Addendum Number 1

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

#### 1. QUESTIONS/ANSWERS

1.	Regarding the above solicitation, is it possible to get an approximate square
	footage of the window that will be serviced?
Answer	The square footage for the windows will be included in the total square footage
Allswer	for each building as directed by the requesting Lee County Department.
2	Good morning, can you please confirm if the pre-bidd conference is
2.	on: 08/23/2022 10:00AM or 8/8/2022 10:00AM
	The Pre-Bid meeting is scheduled for 08/23/22 @ 10:00 AM, the location will be
Answer	10100 College Parkway, Fort Myers, FL. 33919.

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.

Willie Dennard

Procurement Analyst Willie Dennard Procurement Analyst Direct Line: 239-533-8831 Lee County Procurement Management

Solicitation No. B220395WCD

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

Posted Date: August 17, 2022

Solicitation No.: B220395WCD

Solicitation Name: Pressure Washing Services

Subject: Addendum Number 2

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

#### 1. CLARIFICATION: CITRA-SHIELD

a. Vendor shall use Citra-Shield at the stadiums, as required with the solicitation documents. When this product is used and has been applied at the Stadiums, this product shall not be rinsed off by the Vendor. However, any and all other chemicals used to clean within the stadiums shall be rinsed off, as stated in the Solicitation Documents.

### 2. QUESTIONS/ANSWERS

1.	Is this bid proposal all together as one price to be awarded to or awarded to different vendors in sections if won?			
	Please refer to the solicitation documents for B220395WCD Special Conditions, Item 2-Basis of Award, states:			
Answer	2.1. A Primary and Secondary Vendor shall be awarded based on the lowest total for each category. In the event the Primary Vendor cannot perform the work under the Agreement, the Secondary Vendor shall be contacted.			
	under the Agreement, the Secondary vendor shan be contacted.			
	Do the M.O.T. as to be approved in written by road safety or are we allow to write a			
2.	safety M.O.T. explain our road and safety M.O.T. using safety cones, barricades, road signs, safety uniforms, and other equipment's if required from start to finish?			
Answer	Approval is not required by Road Safety. All Vendors must follow FDOT MOT 600 Series when performing MOT on Lee County roads.			
3.	Can we just bid on category 5?			
5.	Please refer to the solicitation documents for B220395WCD Special Conditions,			
	Item 2-Basis of award, section 2.4, states:			
Answer	2.4 Vendors are not required to bid on all categories for the basis of award,			
	however, Venders are required to bid <u>ALL</u> Lines within a specific Category in order to be eligible for award.			
	Good afternoon could you provide me with the bid documents for "Pressure			
4.	Washing Services, Fort Myers, FL" Lee County?			
	Please refer to Lee County Procurement Management website for the solicitation			
Answer	documents. The website is listed below:			
LINGTON	https://www.leegov.com/procurement/projects/open-projects/project?fid=5911			

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5.	One question. Can I bid on these services under my GC license or will it require a D41, or S230?
Answer	<ul> <li>The State of Florida does not require a Pressure Washing License, however in accordance with the Solicitation Standard term and Conditions, Item 3, Rules, Regulations, Laws, Ordinances and Licenses. Sections 3.2. and 3.3. states:</li> <li>3.2. Local Business Tax Account: As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.</li> <li>3.3. License(s): Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.</li> </ul>
	All Vendors are required to provide Form 5-Affidavit Principal Place of Business form with their submissions.

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.

Willie Dennard

Procurement Analyst Willie Dennard Procurement Analyst Direct Line: 239-533-8831 Lee County Procurement Management



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

Posted Date: August 29, 2022

Solicitation No.: B220395WCD

Solicitation Name: Pressure Washing Services

Subject: Addendum Number 3

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

- 1. ATTACHMENT: Areal Photo-3410 Palm Beach Blvd. Terry Park
- 2. ATTACHMENT: B170113DKR- Previous Bid Submissions

# 3. QUESTIONS/ANSWERS

1.	Is chlorine ok to use on the buildings? (Not advised) Can we just spray Citrashield on the roofs instead of pressure cleaning ? (roof pressure cleaning is not advised by the roofing industry.)			
	In accordance with the solicitation documents, page 11 item 18. Chemicals, "18.1 All chemicals used for the performance of this contract shall be "Green Seal" labeled or equivalent equal. Chemicals used shall be environmentally safe and nontoxic. A list of chemicals to be sued shall be provided with this bid.			
Answer	In accordance with the solicitation documents, page 25, item 38. Chemicals, 38.2.1. Vendors will use Citra-Shield at the stadiums, this will be confirmed with the requestion department prior to work beginning," this would include the roof as well. Specific roofs may require pressure washing depending on severity and then Citra-Shield will be applied with no rinsing to prevent future growth.			
2	Are the light poles included in the Jet Blue park cleaning?			
Answer	Yes, the light poles will be included in the JetBlue pressure washing. Only per the department's request.			

3.	After flat surface pressure cleaning can we back spray with Citrashield to prevent future biological growth?
Answer	All areas are to be cleaned with Citra-Shield Cleaner. Vendor is responsible for confirming this with the requesting department. Citra-Shield is not to be rinsed off.

4.	Can we spray Citrashield instead of pressure cleaning awnings or any other delicate surfaces? Pressure cleaning is not recommended for cleaning awnings or delicate surfaces
Answer	All areas are to be cleaned with Citra-Shield Cleaner per the department's request. Vendor is responsible for confirming this with the requesting department. Specific areas may require pressure washing depending on severity and then

Page 1 of 4

	Citra-Shield will be applied with no rinsing to prevent future growth. Delicate				
	areas will require lower pressure to prevent damage.				
5.	In the event of a Citrashield price increase over the next 3 years can we adjust our price?				
Answer	Please refer to the Special Conditions, page 15, Item 3-Pricing, "3.1. Unit pricing is expected to remain fixed for the term of the contract unless a price increase or modification is authorized by mutual written agreement between the County and the Vendor (s)."				
-					
6.	Can we apply Citrashield to the ICF and hardy board instead of pressure cleaning?				
Answer	All chemicals used for the performance of this contract shall be "Green Seal" labeled or equivalent, biodegradable, and non-toxic. Chemicals used shall be environmentally safe and nontoxic and will not be harmful to grass. A list of chemicals to be uses shall be provided with this bid.				
AllSWG	Stadium sites – It is all time sensitive, if the department needs to have it cleaned for an event, the department will request for it to be pressure washed and then treated with Citra-Shield. Requesting department will advise awarded vendor on a case by case basis.				
	Can we clean the Field Video with a water fed pole with DE- ionized water				
7.	(recommended) not pressure cleaning?				
Answer	Page 26, item 39.9 states, "Field Video Board and Daniels Road Video Board shall be cleaned and rinsed thoroughly. Care shall be used not to damage electrical components associated with the listed equipment." Vendors shall coordinate with the requesting department on the method of cleaning the Video Boards prior to work beginning.				
0					
8. Answer	Can we clean the screens with Citrashield ? All chemicals used for the performance of this contract shall be "Green Seal" labeled or equivalent, biodegradable, and non-toxic. Chemicals used shall be environmentally safe and nontoxic and will not be harmful to grass. A list of chemicals to be used shall be provided with this bid.				
9.	Can the County provide an areal photograph of Terry Park?				
Answer	See attachment-areal photograph 3410 Palm Beach Blvd. Terry Park				
10.	19.1 It states sidewalks cleaned only 10 ft from the building. Does this mean that any sidewalks, pavers and walls should not be cleaned?				
Answer	All surfaces may be included in the cleaning request by the requesting department.				
11.	19.4 Should the waste water collection be vacuumed up or just allowed to dry?				
Answer	Water will be allowed to dry as long as standing water does not cause hazardous conditions for the public and Lee County staff.				
	20.0 Is chlorine or bleach considered Green Seal? There PH is well over 10				
12	In accordance with the solicitation document, Vendors shall provide a list of				
12. Answer	chemicals to be used. Section 20.4. states, "Vendors shall furnish MSDS/SDS sheets on all chemicals to be utilized under this Invitation to Bid within 10 Days after award to the requesting department."				

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Solicitation No. B220395WCD

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Answer	In accordance with the Solicitation Documents, all work schedules will be coordinated with the requesting department prior to work beginning. If the work does not interfere with the normal business hours, this will be negotiated with the requesting department.	
14.	40.2 At Hammond Stadium the large concrete areas in front that are covered in rust are they included?	
Answer	Yes, this area will be included as indicated in section 40.2. "Clean all of Hammond Stadium." The concrete area is included with this solicitation.	
15.	What if the rust returns within a week due to the water in the sprinkler system?	
Answer	Requesting department will notify Vendors when the pressure washing services are needed.	
16.	Are all exterior windows at the sports complexes included?	
Answer	When specifically requested, window cleaning shall include a cleaning of all exterior windows and shall remove all foreign materials.	
17.	What is expected in a 1 or 2 year warranty.	
Answer	This solicitation does not include a 1 or 2 year warrant, however please refer to standard terms and conditions, page 6, Item 9 "Quality Guarantee/Warranty (as applicable).	
18.	Good afternoon Mr Dennard, we would pretty much appreciate if you can provide us with the square footage of the following facilities regarding the reference Bid: Jet Blue Stadium Century Link Sports Complex Twins baseball Academy Player Development complex Terry park Six mile Cypress Slough Preserve Prairie Pines Preserve Galt preserve Wild turkey strand Preserve Caloosahatchee Creeks Preserve	
Answer	In accordance with the Solicitation Documents, the Vendor shall provide a price per square feet at the as requested by the Department. The square footage for these locations are not provided in the solicitation.	
19.	How much were the previous bid numbers for these locations, and can we get a bid tabulation?	
Answer	Please see the attached previous bid submissions.	
20.	Are we responsible or is the city responsible for closing off lanes at the Tolls?	
Answer	It shall be the Vendors responsibility to provide all traffic control in accordance with section 16. Vendor Responsibilities.	
21.	On the Bid schedule ANB excel form where it states spot cleaning square feet if you put a cost per square feet in the unit price i.e, \$0.20 it carries over to the extended amount and then to the total column. Is this correct?	

Answer	Yes the formula is correct, this is how the department calculates the price per
	square foot. The \$0.20 price will be multiplied by the estimated quantity (total
	square footage to be pressure washed). The extended amount will then display the
	total price for the work to be performed.

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.

Willie Dennard

Procurement Analyst Willie Dennard Procurement Analyst Direct Line: 239-533-8831 Lee County Procurement Management



- 1. Small pavilion
- 2. Admin building
- 3. Annex building
- 4. Extension building
- 5. Maintenance building
- 6. Small restroom building
- 7. Home Clubhouse

Solicitation No. B220395WCD

- 8. Baseball covered entry
- 9. Large restroom building
- 10. Concession/merchandise building
- 11. Stadium seating bowl
- 12. Visitor's clubhouse
- 13. Maintenance garage
- 14. Pavilion, picnic tables and concrete
- 15. Batting cage

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- 1. Maintenance building
- 2. Tower/screened area
- 3. Restroom building
- 4. Clubhouse
- 5. Batting cages

Solicitation No. B220395WCD

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Addendum 4 REVISED Form Ia - Bid/Proposal Form (not applicable for CCNA solicitations)



Lee County Procurement Management BID/PROPOSAL FORM

Company Name:

Solicitation # B170113DKR Solicitation Name

Pressure Washing Services County Wide

Having carefully examined the "Terms and Conditions", and the "Detailed Scope of Work", all of which are contained herein, propose to furnish the following which meet these specifications. <u>Term Multi-vear and Renewals</u> The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a one-year (1) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or regueval. approval of both the County and the vendor at the time of the extension or renewal.

	P	ease includ	e this pa	ge with vo	our submission package.	
Section #		Unit of M		¥*	Unit Cost	
2	Category 1 Facilities	Square Fo	ot		.15	
3	Category 2 Tolls	1		Total Cos	st of 3-1 thru 3-26 S	
	Award for Category 2 is based on Line Item 3 all Toll Booth Facilities collectively.	Cost of Cleaning	Times per Ycar	NO	B.L	
3-1	Cape Coral Toll Facility Including Screen Enclosure, surrounding sidewalks, smoking area with pan roof and back lanai with pain roof		2	11	X	
3-1.1	Cape Coral Back of facility - concrete wall (facility side and top)		2	1.	1.	
3-2	Midpoint Memorial Toll Facility including loading dock, bumper wall, plant wall and hand		2	1*	N	

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Solicitation No. B220395WCD

	rails, including sidewalks handrails and bike rack		
3-3	Sanibel Toll Facility- Including Upper Level Screen Enclosure; Fuel Tank Platform on Second Stairwell; Rock Stair Walls (Both Sides); White vinyl fence in smoking area (inside and outside); Breezeway, both north and south stairs and handrails; intercom/elevator outside wall; including sidewalks surrounding facility	2	11 11
3-4	Midpoint Screen Enclosures (2) including the surrounding sidewalks and handrails	2	eg *e
3-5	LeeWay Service Center Including Overhang and Surrounding sidewalks and handrails including screened in smoking area	4	1x '1
3-6	Cape Coral Toll Facility Warehouse	2	t v t t
3-7	Midpoint Toll Facility Storage Shed	2	1. 11
3-8	Cape Coral Toll Facility Canopy Area including the awning between the canopy and building, the columns, the steel/concrete bollards and gatorheads	2	n 11
3-9	Midpoint Memorial Toll Facility Canopy Area including the columns, the steel/concrete bollards and gatorheads	2	IN 11
3-10	Sanibel Toll Facility Canopy Area including the columns, the steel/concrete bollards and gatorheads	2	1 11
3-11	Cape Coral Toll Facility Traffic Lanes including the islands and yellow bollards and the kneo walls between each lane.	4	₹ <sup>1</sup> 1 1
3-12	Midpoint Memorial Toll Facility Traffic Lanes including the islands and yellow bollards and the knee walls between each lane.	4	ir II
3-13	Sanibel Toll Facility Traffic Lanes including the islands and yellow bollards and the knee walls between each lane.	4	3 <b>5</b> - 11

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3-14	Cape Coral Toll Facility Hand Wash All Toll	2	
·	Booths and Lane Equipment		11
3-15	Midpoint Memorial Toll Facility Hand Wash	2	
	All Toll Booths and Lane Equipment		11
3-16	Sanibel Toll Facility Hand Wash All Toll	2	
	Booths and Lane Equipment		11
3-17	Lane Cleaning (Tar and Asphalt Removal) All	1	11
	Facilities		• •
3-18	Midpoint Toll Facility PVC Fence/(Pressure	1	· · ·
	Clean Both Sides of Fence)		11
3-18.1	Midpoint Toll Facility Building Dumpster/Fuel	2	5.1
	Tank enclosure (inside & outside)		
3-18.2	Midpoint Toll Facility Parking lot stains/car	1	11
	stops including side walks		
3-19	Sanibel Toll Facility Handrails and Stairs	2	11
3-19.1	Sanibel Toll Facility Rock Stair Walls (both	2	1.5
	sides)		
3-19.2	Sanibel Toll Facility Parking Lot Stains and car	1	1
2.00	stops (North & South)		
3-20	Cape Coral Building Dumpster Enclosure inside	2	٤v
0.001	and outside,		
3-20.1	Cape Coral Toll Facility Smoking area with pan	2	[]
	roof		· · ·
3-20.2	Cape Coral Toll Facility sidewalk area with flag	2	11
3-20.3	pole and stone facility sign		
3-20.3	Cape Coral Toll Facility parking lot stains and	1	11
3-21	car stops	2	······································
3-21	Midpoint Memorial Toll Facility Handrails and Stairs	2	11
3-22	Mid Point Bridge Visual Wall including part of	2	
2-22	wall behind booth #4	4	fi
3-23	Mid Point Bridge Over Head Gantry and Cat	2	
2-22	Walk	-	<i>٤ [</i>
3-24	Cape Coral Bridge Handrails and Stairs	2	٢١
3-25	Cape Coral Bridge Over Head Gantry and Cat	2	
J-10	Walk	1	11

Addendum 4 December 11, 2017

3-26	Cape Coral Visual Wall including part of wall behind booth 4		2	11
3A	Category 2 Maintenance of Traffic	Lump Sum		
4	Category 3 Boardwalks and Nature Observation Areas	Square Foot		. 21
5	Category 4 Buildings	Square Foot		15
Note	Category 5: Pricing is required for all stadiums collectively; all stadiums separately; each structure listed for each stadium and additional line items.			
	Award for Category 5 is based on Line Item 6 all stadiums collectively. All additional line items shall be filled out for pricing purposes.		-	
6	Category 5 Stadiums-all stadiums collectively	Lump Sum		\$ 549, 240
6-1	Spot Pressure Cleaning at any stadium facility	Square Foot		.16
6-2	Jet Blue Stadium as listed under 6.11 to 6.11.10	Structure	-	#Z11,200
6-3	Clean Main Stadium Light poles (6). Each one will be cleaned from top to bottom. Vendor will give price for 1 year warranty	Structure		(080 **
6-4	Clean Main Stadium Light poles (6). Each one will be cleaned from top to bottom. Vendor will give price for 2 year warranty	Structure		2160-
6-5	Clean entire stadium white canopy top and bottom, including gutters. Vendor will give price for 1 year warranty.	Structure		21,600-

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6-6	Clean entire stadium white canopy top and bottom, including gutters. Vendor will give price for 2 year warranty.	Structure	* 13,200-
6-7	Clean all of JetBlue Park included but not limited to Seating Bowl, outside concrete skirt area, concourse area flat surface, coquina block to be cleaned with potable water and low pressure to remove cobwebs and surface dirt, clean flat surface in front and around side of merchandise shop, clean all sidewalks around outfield seating area, clean monster deck all levels and concrete floors and restrooms, all stairs, all roll up, canopies and awnings, all speakers, all gutters, JetBlue Tailfin, retired numbers. All areas are to be cleaned and rinsed thoroughly.	Structure	163,560
6-8	Chemical clean/rinse all rolled roof areas of facility. This includes the cleaning of drains to the roof areas, including the Monster and elevator shaft, $A/C$ areas, entire gift shop roof and all sides of air conditioning units. All $2^{n4}$ floor suites and porches, all areas to be cleaned and rinses thoroughly	Structure	4 200
6-9	Clean exterior walls and roof of metal batting cage building, including gutters, all areas to be cleaned and rinsed thoroughly	Structure	4800-
6-10	Clean the multi-purpose building exterior between 4 field complex, maintenance building including top and bottom of metal canopy, tops and bottoms of all metal canopies' located at the six back fields (includes dugout, scorers' table and row bleacher seating), all gutters. All areas to be cleaned and rinsed thoroughly.	Structure	3000-
6-11	Clean all white fencing located throughout the facility	Structure	4800-

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6-12	Clean dumpster area walls inside and out,	Structure			
0.2	dumpsters, generator building walls and roof, all	Sudotare		600 -	
	areas to be cleaned and rinsed thoroughly.			<i>GCC</i>	
6-13a	Window cleaning on ground floor - interior and	Square			
	exterior	Foot		2400-	
6-13b		Square		71.7.5	
	and exterior	Foot		3100	
6-14		Structure		1800-	
	Video Board			1800	
	CENTURYLINK SPORTS COMPLEX				
6-15		Structure		* 199,440	
6-16	of the Specifications Hammond Stadium	Structure			
6-10		Structure		* 152,400	
				1200-	
6-18	0	Structure	,	13,200	
6-19		Structure		5400-	
6-20	Academy	Structure		16,800-	
6-21	Maintenance Building	Structure		12,000-	
6-22	Baseball field 1 wall padding	Structure		2400-	
6-23a	Window cleaning on ground floor-interior and	Square		4200-	
( 00)	exterior	Foot		1000	
6-23Ъ	Window cleaning that requires a lift interior	Square Foot		. 14	
6-24	and exterior Clean front entrance sign	Structure			
0-24	TERRY PARK STADIUM	Surclure		1800	
6-25	Terry Park Structures as described in 6.13	Structure		52.000	
6-25	Terry Park Structures	Structure			· ···•
6-20	Administration Building	Structure		49,320-	
6-28		Structure		3000-	
	Annex	Structure		3600	·
6-29	Extension Building			3600	
6-30	Front clubhouse	Structure		3600-	
6-31	Small outside restroom building	Structure		1200	war
6-32	Picnic pavilion	Structure		1800- 1800-	wy
6-33	Garage	Structure		1800-	

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6-34	Baseball Pavilion & concrete pad	Structure	1800-
6-35		Structure	900
6-36	Baseball Concession Building	Structure	360-
6-36		Structure	4800-
6-37	Rear clubhouse	Structure	600
6-38	New maintenance building	Structure	600 -
6-39	Batting cage	Structure	1200 -
6-40	Plaza Concrete Walkway	Structure	12,000
6-41a	exterior	Square Foot	,72
6-41b	and exterior	Square Foot	lu 50 -
	PLAYER DEVELOPMENT COMPLEX		
6-42	Player Development Complex (5 Plex) Structures as described in 6.14	Structure	21,600-
6-43	Player Development Complex (5 Plex)	Structure	10,800-
6-44	Clubhouse	Structure	3600
6-45	Picnic pavilion (connected to clubhouse)	Structure	600-
6-46	Tower building (in the middle of the four fields)	Structure	600
6-47	Restroom building between two fields	Structure	600
6-48	Maintenance Building	Structure	2400
6-49	Indoor batting cage building	Structure	3000
6-50a	Window cleaning on ground floor	Square Foot	.72
6-50Ъ	Window cleaning that requires a lift.	Square Foot	1.50
	CITY OF PALMS		
6-51	City of Palms Park Structures as described in 6.15	Structure	11,400
6-52	City of the Palms Park Structures:	Structure	(1,400
6-53	Stadium Building	Structure	7200 -
6-54	Maintenance Building	Structure	600-
6-55	Indoor Batting Cage Building	Structure	3400-

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6-56a	Window cleaning on ground floor	Square Foot	,72
6-56b	Window cleaning that requires a lift.	Square Foot	1.50
6-57	and Edison. On Edison Avenue, only the sidewalk area attached to the main entrance area. On Broadway, the sidewalk from the main entrance north past the ticket booth and west gates and end at the SW corner of the batting cages.	Square Foot	*53,000-
	TWIN BASEBALL ACADEMY		
6-58	Ground Floor- Pressure Wash/Window Clean	Square Foot	.69
6-59	Second and Third Floor- Pressure Wash/Window Clean ADDITIONAL ITEMS	Squar <del>e</del> Foot	1.79
6-60	Rust Treatment for sidewalks	Square Foot	,50
	REVISED BID FORM	12/7/2017	

Addendum 4 REVISED Form 1a - Bid/Proposal Form (not applicable for CCNA solicitations)



Lee County Procurement Management BID/PROPOSAL FORM

Sunshine Cleaning Systems, Inc. Company Name:

Solicitation #	B170113DKR	Solicitation Name	· · ·	Pressure Washing Services County Wide
			mined the "Terms and Conditions", pose to furnish the following which	, and the "Detailed Scope of Work", all of which are a meet these specifications.

<u>Term Multi-vear and Renewals</u> The successful Bidder shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a one-year (1) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

	Please include this page with your submission package.								
Section #	Section # Description		leasure	Unit Cost					
2	Category 1 Facilities	Square Foot		\$.18					
3.	Category 2 Tolls			Total Cost of 3-1 thru 3-26 \$	\$32,485				
	Award for Category 2 is based on Line Item 3 all Toll Booth Facilities collectively.	Cost of Cleaning	Times per Year						
3-1	Cape Coral Toll Facility Including Screen Enclosure, surrounding sidewalks, smoking area with pan roof and back lanai with pain roof	\$ <sub>560</sub>	2		\$ 1,120				
3-1.1	Cape Coral Back of facility - concrete wall (facility side and top)	100	2		200				
3-2	Midpoint Memorial Toll Facility including loading dock, bumper wall, plant wall and hand	400	2		800				

Addendum 4 December 11, 2017

	. rails, including sidewalks handrails and bike rack			
3-3	Sanibel Toll Facility- Including Upper Level Screen Enclosure; Fuel Tank Platform on Second Stairwell; Rock Stair Walls (Both Sides); White vinyl fonce in smoking area (inside and outside); Breezeway, both north and south stairs and handrails; intercom/elevator outside wall; including sidewalks surrounding facility	\$ 560	2	\$ 1,120
3-4	Midpoint Screen Enclosures (2) including the surrounding sidewalks and handrails	. 95	2	190
3-5	LeeWay Service Center Including Overhang and Surrounding sidewalks and handrails including screened in smoking area	560	4	2,240
3-6	Cape Coral Toll Facility Warehouse	95	2	190
3-7	Midpoint Toll Facility Storage Shed	95	2	190
3-8	Cape Coral Toll Facility Canopy Area including the awning between the canopy and building, the columns, the steel/concrete bollards and gatorheads	1,150	2	2,300
3-9	Midpoint Memorial Toll Facility Canopy Area including the columns, the steel/concrete bollards and gatorheads	1,150	2	2,300
3-10	Sanibel Toll Facility Canopy Area including the columns, the steel/concrete bollards and gatorheads	875	2	1,750
3-11	Cape Coral Toll Facility Traffic Lanes including the islands and yellow bollards and the knee walls between each lane.	660	4	2,640
3-12	Midpoint Memorial Toll Facility Traffic Lanes including the islands and yellow bollards and the knee walls between each lane.	750	4	3,000
3-13	Sanibel Toll Facility Traffic Lanes including the islands and yellow bollards and the knee walls between each lane.	660	4	2,640

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3-14	Cape Coral Toll Facility Hand Wash All Toll Booths and Lane Equipment	\$ 420	2 ·	\$ 840
3-15	Midpoint Memorial Toll Facility Hand Wash		2	
5-15	All Toll Booths and Lane Equipment	420	2	. 840
3-16	Sanibel Toll Facility Hand Wash All Toll	280	2	560
	Booths and Lane Equipment	200		000
3-17	Lane Cleaning (Tar and Asphalt Removal) All Facilities	1,265	1	1,265
3-18	Midpoint Toll Facility PVC Fence/(Pressure Clean Both Sides of Fence)	710	1	710
3-18.1	Midpoint Toll Facility Building Dumpster/Fuel Tank enclosure (inside & outside)	210	2	. 420
3-18.2	Midpoint Toll Facility Parking lot stains/car stops including side walks	210	1	210
3-19	Sanibel Toll Facility Handrails and Stairs	190	2	380
3-19.1	Sanibel Toll Facility Rock Stair Walls (both sides)	190	2	380
3-19.2	Sanibel Toll Facility Parking Lot Stains and car stops (North & South)	210	1	210
3-20	Cape Coral Building Dumpster Enclosure inside and outside,	100	2	200
3-20.1	Cape Coral Toll Facility Smoking area with pan roof	95	2	190
3-20.2	Cape Coral Toll Facility sidewalk area with flag pole and stone facility sign	95	2	190
3-20.3	Cape Coral Toll Facility parking lot stains and car stops	210	1	210
3-21	Midpoint Memorial Toll Facility Handrails and Stairs	100	2	200
3-22	Mid Point Bridge Visual Wall including part of wall behind booth #4	960	2	1,920
3-23	Mid Point Bridge Over Head Gantry and Cat Walk	240	2	. 480
3-24	Cape Coral Bridge Handrails and Stairs	100	2	200
3-25	Cape Coral Bridge Over Head Gantry and Cat Walk	240	2	. 480

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Solicitation No. B220395WCD

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3-26	Cape Coral Visual Wall including part of wall behind booth 4	960	2	\$ 1,920
. 3A	Category 2 Maintenance of Traffic	Lump Sum		. 500
4	Category 3 Boardwalks and Nature Observation Areas	Square Foot		.14
5	Category 4 Buildings	Square Foot		.25
Note -	Category 5: Pricing is required for all stadiums collectively; all stadiums separately; each structure listed for each stadium and additional line items. Award for Category 5 is based on Line Item 6 all stadiums collectively. All additional line items shall be filled out for pricing purposes.			* We are only bidding the Player Development Complex and Terry Park Stadium.
6	Category 5 Stadiums-all stadiums collectively	Lump Sym		*\$ 16,158.00
6-1	Spot Pressure Cleaning at any stadium facility	Square Foot		.08
6-2	Jet Blue Stadium as listed under 6.11 to 6.11.10	Structure		No Bid
6-3	Clean Main Stadium Light poles (6). Each one will be cleaned from top to bottom. Vendor will give price for 1 year warranty	Structure		
6-4		Structure		
6-5	Clean entire stadium white canopy top and bottom, including gutters. Vendor will give price for 1 year warranty.	Structure		

Addendum 4 December 11, 2017

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Solicitation No. B220395WCD

6-6	Clean entire stadium white canopy top and	Structure						
	bottom, including gutters. Vendor will give	[						
	price for 2 year warranty.							
6-7		Structure					**********	
	limited to Seating Bowl, outside concrete skirt							
	arca, concourse area flat surface, coquina block	ł						
	to be cleaned with potable water and low							
	pressure to remove cobwebs and surface dirt,							
	clean flat surface in front and around side of				•			
	merchandise shop, clean all sidewalks around							
	outfield seating area, clean monster deck all							
	levels and concrete floors and restrooms, all							
	stairs, all roll up, canopies and awnings, all							
	speakers, all gutters, JetBlue Tailfin, retired							
	numbers. All areas are to be cleaned and rinsed			1		,		
	thoroughly.							
6-8	Chemical clean/rinse all rolled roof areas of	Structure						
	facility. This includes the cleaning of drains to							
	the roof areas, including the Monster and							
	elevator shaft, A/C areas, entire gift shop roof							
	and all sides of air conditioning units. All 2nd							
	floor suites and porches, all areas to be cleaned							
	and rinses thoroughly							
6-9	Clean exterior walls and roof of metal batting	Structure						
	cage building, including gutters, all areas to be							
	cleaned and rinsed thoroughly							
6-10		Structure						
	between 4 field complex, maintenance building							
	including top and bottom of metal canopy, tops							
	and bottoms of all metal canopies' located at							
	the six back fields (includes dugout, scorers'							
	table and row bleacher seating), all gutters. All							
	areas to be cleaned and rinsed thoroughly.		مىرىمىرىي					
-	Clean all white fencing located throughout the	Structure						
	facility							

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6-12 Clean dumpster area walls inside and out, dumpsters, generator building walls and roof, all	
dumpsters, generator building walls and roof, all	
areas to be cleaned and rinsed thoroughly.	•
6-13a Window cleaning on ground floor <u>- interior and</u> Square	
exterior ' Foot	
6-13b Window cleaning that requires a lift <u>- interior</u> Square	
and exterior Foot	
6-14 Stadium Field Video Board and Daniels Road Structure	
Video Board	•
CENTURYLINK SPORTS COMPLEX	
6-15 Centurylink Sports Complex as listed under 6.12 Structure	
of the Specifications No Bid	•
6-16 Hammond Stadium Structure	
6-17 Softball buildings Structure	
6-18 Minor League Fields Structure	
6-19 Minor League Building Structure	······································
6-20 Aoademy Structure	
6-21 Maintenance Building Structure	
6-22 Baseball field 1 wall padding Structure	· · · · · · · · · · · · · · · · · · ·
6-23a Window cleaning on ground floor-interior and Square	
exterior Foot	
6-23b Window cleaning that requires a lift interior Square	
and exterior Foot	
6-24 Clean front entrance sign Structure	
TERRY PARK STADIUM	
6-25 Terry Park Structures as described in 6.13 Structure	\$ 11,961
6-26 Terry Park Structures Structure	6,888
6-27 Administration Building Structure	1,200
6-28 Annex Structure	200
6-29 Extension Building Structure	200
6-30 Front clubhouse Structure	200
6-31 Small outside restroom building Structure	200
6-32 Pionic pavilion Structure	300
6-33 Garage Structure	200

6-34	Baseball Pavilion & concrete pad	Structure		<b>\$</b> 200
6-35	Stadium	Structure		973
6-36	Baseball Concession Building	Structure	,	50
6-36	Baseball restruoms	Structure		50
6-37	Rear clubhouse	Structure		100
6-38	New maintenance building	Structure		200
6-39	Batting cage	Structure		200
6-40	Plaza Concrete Walkway	Structure	•	800
6-41a	exterior	Square Foot	.375	
6-415	and exterior	Square Foot	.75	
6-42	PLAYER DEVELOPMENT COMPLEX Player Development Complex (5 Plox) Structures as described in 6.14	Structure		\$ 4,197
6-43	Player Development Complex (5 Plex)	Structure		2,497
6-44		Structure		800
6-45	Picnic pavilion (connected to clubhouse)	Structure		50
6-46	Tower building (in the middle of the four fields)	Structure		100
6-47	Restroom building between two fields	Structure		50
6-48	Maintenance Building	Structure		200
6-49	Indoor batting cage building	Structure		500
6-50a	Window cleaning on ground floor	Square Foot	.375	
6-50Ъ		Square Foot	.75	
	CTTY OF PALMS			
6-51	City of Palms Park Structures as described in 6.15	Structure	No Bid	
6-52	City of the Palms Park Structures:	Structure		
6-53	Stadium Building	Structure		
6-54	Maintenance Building	Structure		
6-55	Indoor Batting Cage Building	Structure		

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Addendum 4 December 11, 2017

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Solicitation No. B220395WCD

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б-5ба	Window cleaning on ground floor	Square Foot	
6-56b	Window cleaning that requires a lift.	Square Foot	
6-57	The main entrance area on the corner Broadway and Edison. On Edison Avenue, only the sidewalk area attached to the main entrance	Square Foot	
	arca. On Broadway, the sidewalk from the main entrance north past the ticket booth and west gates and end at the SW corner of the batting cages. TWIN BASEBALL ACADEMY		
6-58		Square Foot	No Bid
6-59	Second and Third Floor- Pressure Wash/Window Clean ADDITIONAL ITEMS	Square Foot	No Bid
6-60		Square Foot	.149

## REVISED BID FORM 12/7/2017

Addendum 4 December 11, 2017

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Solicitation No. B220395WCD

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

Posted Date: August 29, 2022

Solicitation No.: B220395WCD

Solicitation Name: Pressure Washing Services

Subject: Addendum Number 4

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

#### 1. ATTACHMENT: NONE

#### 2. QUESTIONS/ANSWERS

1.	On the square footage for libraries the Riverdale Branch Library shows 1500 square feet. The roof alone measures over 7,000 square ft. Can you check the				
	square footage?				
Answer	The square footages listed in the solicitation documents are estimate sizes provided by the department only. The requesting department will coordinate with the Vendor regarding the square footage needed to be pressure washed. Vendors shall give a price per square foot for each category they wish to bid.				

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.

Willie Dennard

Procurement Analyst Willie Dennard Procurement Analyst Direct Line: 239-533-8831 Lee County Procurement Management

## EXHIBIT B FEE SCHEDULE

The Vendor is the secondary vendor for the line items listed below. The County shall contact the primary vendor first for orders. If the primary vendor is unable to fulfill the need or meet the timeline required, the County may contact the secondary vendor. Products are to be charged in accordance with the unit prices provided below.

#### SECONDARY VENDOR FOR THE FOLLOWING ITEMS:

- Category 2 Tolls
- Category 3 Boardwalks and Nature Observations
- Category 4 Buildings "Library"

	CONTRACTORS ENTERPRISES INC.			
Catego	ry 2 Tolls			
ltem	Description	Unit of Measure	Unit Price	
1	Cape Coral Toll Facility	Square Feet	\$	0.10
2	Midpoint Memorial Toll Facility - 1930 SE 23rd Terrace	Square Feet	\$	0.10
3	Sanibel Toll Facility - 18700 McGregor Blvd	Square Feet	\$	0.10
4	LeeWay Service Center - 1366 Colonial Blvd	Square Feet	\$	0.10
5	Maintenance of Traffic	Square Feet	\$	0.10
Catego	ry 3 Boardwalks and Nature Observations Areas			
item	Description	Unit of Measure	Unit Price	
1	Six Mile Cypress Slough Preserve	Lump Sum	\$ 4,118.40	
2	Prairie Pines Preserve	Lump Sum	\$2,	217.60
3	Galt Preserve	Lump Sum	\$ 3,	300.00
4	Wild Turkey Strand Preserve	Lump Sum	\$ 2,851.20	
5	Caloosahatchee Creeks Preserve	Lump Sum	\$ 2,376.00	
Catego	y 4 Buildings "Library"			
ltem	Description Unit o Measu		Unit Price	
1	Bonita Springs Public Library-10560 Reynold St,	Square Feet	\$	0.06
2	Cape Coral -Lee County Public Library-901 SW 39th Ter.	Square Feet	\$	0.08
3	Dunbar-Jupiter Hammon Library-3095 Blount St.	Square Feet	\$	0.08
4	East Lee County Regional Library-881 Gunnery Rd. North	Square Feet	\$	0.08
5	Fort Myers Regional Library-2450 First Street	Square Feet	\$	0.08
6	Fort Myers Regional Library-Plaza/Amphitheater/Meeting Rooms-2450 First Street	Square Feet	\$	0.08
7	Lakes Regional Library-15290 Bass Rd	Square Feet	\$	0.08
8	North Fort Myers Public Library-2001 N. Tamiami Trail	Square Feet	\$	0.06
9	Northwest Regional Library-519 N. Chiquita Blvd.	Square Feet	\$	0.08
10	Pine Island Public Library-10701	Square Feet	\$	0.08
11	Riverdale Branch Library-2421 Buckingham Rd	Square Feet	\$	0.08
12	South Lee County Regional Library-21100 Three Oaks Pkwy	Square Feet	\$	0.08

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## EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

<u>Minimum Insurance Requirements</u>: 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. <u>Commercial General Liability</u> 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. <u>Business Auto Liability</u> 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. <u>Workers' Compensation</u> 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



### 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 <u>"Additional Insured"</u> on the General Liability policy, including Products and Completed Operations coverage.

### Special Requirements:

- 1. An appropriate <u>"Indemnification"</u> 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.

# 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: 12/1/22

STATE OF

Nicoliss Johnson/ Owner Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of D physical presence or online notarization, this 1 day of DCMM, 2030, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification:

Type of Identification

[Stamp/seal required]

SHELIA DENISE THOMAS Commission # HH 062282 Expires February 16, 2025 Bonded Thru Tray Fain Insurance 800-385-7019

Solicitation No. B220395WCD

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