

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # n/a

AGREEMENT FOR LANDSCAPE MAINTENANCE AND MOWING FOR LEETRAN

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 Clean Cut Lawn Services of Lee County Inc, a Florida corporation, whose address is 2805 NW 6th Avenue, Cape Coral, FL 33993, and whose federal tax identification number is 47-5336620, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase landscaping maintenance and mowing services at specified Lee County Transit (LeeTran) locations from the Vendor in connection with "Landscape Maintenance and Mowing for LeeTran" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B230510SML on September 15, 2023 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on October 26, 2023; 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 17 of the Scope of Work and Specifications section of B230510SML, 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 the Solicitation, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to 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.

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

- D. 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.
- E. 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.

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

VII. VENDOR'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with Section 119.0701, Florida Statutes, with regard to public records, and shall:

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

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

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

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

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. TERMINATION

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

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 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 sub-contracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit B) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers,

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XV. MISCELLANEOUS

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

B230510SML
 Landscape Maintenance and Mowing for LeeTran
 Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

- 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, email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Ria Lusk
 Title: President
 Address: 2805 NW 6th Avenue
Cape Coral, FL 33993
 Telephone: 239-810-9220
 Facsimile: n/a
 Email: danny@mycleancutlawns.com

County's Representative

Name: Mary Tucker
 Title: Procurement
Management Director
 Address: P.O. Box 398
Fort Myers, FL 33902
 Telephone: (239) 533-8881
 Facsimile: (239) 485-8383
 Email: 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
 4. Vendor's Submittal in Response to the Solicitation

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

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

WITNESS:

CLEAN CUT LAWN SERVICES OF LEE COUNTY INC

Signed By: _____

Print Name: _____

Signed By: _____

Print Name: _____

Title: _____

Date: _____

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

DocuSigned by:
Kevin Ruane
22FDD5F15C7E43A...
CHAIR

DATE: _____

1/18/2024 | 8:29 PM EST

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: _____

DocuSigned by:
Chris Jagodzinski
DEEAC59F178B449...
DEPUTY CLERK

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

BY: _____

OFFICE OF THE COUNTY ATTORNEY

DocuSigned by:

Robert Holborn

0709AF6D28494C8...

DocuSigned by:



B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide complete landscape maintenance and mowing at specified Lee County Transit (LeeTran) locations as provided herein. These services are further described below and include, but are not limited to, mowing, edging, string trimming, trimming shrubs, pruning trees and palms, weeding, fertilizing, irrigation services, supplying replacement trees and shrubs, and mulching.

2. LOCATIONS

- 2.1. The Vendor shall service the following LeeTran locations under this Agreement:

- 2.1.1. LeeTran HQ Facility, 3401 Metro Parkway, Fort Myers
- 2.1.2. Rosa Parks Transportation Center, 2250 Widman Way, Fort Myers
- 2.1.3. Cape Coral Transfer Center, SE 47th Terrace at SE 8th Ct, Cape Coral
- 2.1.4. Edison Mall Station, 4125 Cleveland Avenue, Fort Myers
- 2.1.5. Beach Park & Ride, 11101 Summerlin Square Drive, So Fort Myers

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

3. TOLLS

- 3.1. Lee County will not pay for or reimburse Vendor for any bridge toll.

4. LANDSCAPE MAINTENANCE

4.1. MOWING

- 4.1.1. The Vendor shall remove any trash or debris prior to mowing the properties so as not to disperse trash around or damage their equipment. The turf shall be mowed to a horticultural accepted height for the grass species and the time of the year (usual height 3"-4"). The turf shall be mowed once each week during the growing season and as necessary, as determined by the Vendor and the County during the remainder of the year. The length of the growing season may vary from year to year. Vendor shall be available and able to mow throughout the year, exclusive of major holidays.
- 4.1.2. The Vendor shall be responsible for cleanup of any debris or cuttings thrown or dragged on to adjacent property and roadways.
- 4.1.3. Any damage to buildings, trees, utilities, etc. shall be reported by the Vendor to the County within 24-hours.

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

4.1.4. Immediately after mowing, the Vendor shall rake, vacuum, or otherwise remove all grass clippings, litter, debris, etc. from the ground and from areas adjacent to those mowed, including walkways, curbs, drives, roadways, beds, buildings, fences, etc.

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

4.1.6. Mowing is not required for Location C – Cape Coral Transfer Station

5. EQUIPMENT

5.1. Vendor shall provide all labor and equipment to complete the work described herein. When service is requested by the County, should any equipment not be operational, the Vendor shall be responsible for renting equipment in order to complete the required services as described herein.

5.2. Any cost involved in the rental of equipment shall be at no additional cost to the County.

6. EDGING

6.1. The Vendor shall edge all drives, curbs, parking areas, sidewalks and walkways, fences, and all other areas that can be edged, on each site visit. Edging shall be performed by using a mechanical edger. This shall include edging against plant beds that are mulched, careful not to disturb the mulch. Mulch disturbed during edging shall be smoothed out or replaced at the Vendor's expense.

6.2. Edging is not required for Location C – Cape Coral Transfer Station

7. LINE TRIMMING

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

7.2. Line trimming is not required for Location C – Cape Coral Transfer Station

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

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

8.2. The Vendor shall remove and properly dispose of (not on County's/City's right-of-way or property) all waste materials described herein. Vendor shall be responsible for providing any containers necessary for such work, and for all associated costs. Debris must be properly disposed of according to local codes and ordinances. Debris must be hauled away each time and not left at the facilities for disposal.

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

9. WEEDING / WEED CONTROL AND BED MAINTENANCE

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

- 9.1. Landscaped beds and mulched areas shall be weed free. Weeding shall be done on all plant beds, shrubs, and tree areas.
- 9.2. Remove weeds and grasses from beds, around and near all signposts, utility poles, guy wires, benches, fence lines or any other obstructions within the limits of the project. All curbing, bull noses and gutters are to be weed-free. Weeding may be done by hand-pulling or chemically applied with selective herbicides. All herbicides shall have marking dye added. Apply spot treatments as necessary to control localized weed problems. Weeds in mulch transition zones must be maintained to no more than six inches (6") by the Vendor with the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand-pulled and disposed of offsite.
- 9.3. During each site visit the Vendor shall smooth out the rocks or mulch in the beds, around the buildings, or on the grounds, if any.
- 9.4. For all the facilities that have all native plantings, the plant beds should be weeded twice a month or as often as necessary. Care must be taken to properly trim back the native plants. All trimming must be approved by the County.
- 9.5. Pavers and walkways throughout the properties shall be treated for weeds or hand pulled as needed.

10. MULCHING

- 10.1. During each visit, the Vendor shall smooth out the mulch in the beds, around the buildings or anywhere on the grounds. The mulch must be maintained at an acceptable depth of 3" as recommended by International Society of Arboriculture (ISA) and proper distance away from plantings and trees at no extra charge to the County.
- 10.2. If mulch accumulates more the 3" it is the Vendor's responsibility to remove the excess mulch at no additional charge to the County. The depth of the mulch must remain at 3" depth and no higher.
- 10.3. Wherever possible no tree roots shall be above ground surface non-mulched.
- 10.4. The Vendor shall provide and apply mulch to the entire site twice annually (spring and fall). The Vendor shall provide and install mulch periodically to always maintain a 3" depth. The mulch shall be Florimulch with a 3-inch layer unless otherwise requested and/or approved by the County. The Vendor shall follow ISA guidelines for depth and distance away from tree trunk bases to insure the healthiest conditions for trees a minimum of 2-3 inches away from the base.
- 10.5. The entire site may be required to be mulched. It will be at the discretion of the County. All mulch material and labor for installation shall be included in the unit price for mulching. The County shall only be charged the mulching fee when the entire site is mulched; ongoing mulch maintenance shall be included at no additional cost.

10.5.1. The following table provide for the estimated square feet of mulch beds located at the LeeTran locations requiring mulch:

Location	Estimated Square Foot
Location A – LeeTran Headquarters Facility	64,800 sq ft
Location B – Rosa Parks Transportation Center	10,221 sq ft
Location C – Cape Coral Transfer Center	15,314 sq ft
Location D – Edison Mall Station	5,158 sq ft
Location E – Beach Park & Ride	17,649 sq ft

- 10.6. Due to Lee County Administrative Code AC-5-9, cypress mulch is not acceptable. Cypress mulch shall not be used.

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

11. DISEASE AND INSECT CONTROL (INCLUDING ANT CONTROL)

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

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

12. FERTILIZATION

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

12.2. Palms shall be fertilized with a complete palm fertilizer two to four times per year as needed, depending on type of fertilizer (slow release, etc.).

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

12.4. No more than four (4) lbs. of nitrogen per 1000 sq. ft. shall be applied to any turf and/or landscape area in any calendar year. No fertilizers containing nitrogen and/or phosphorus shall be applied to turf and/or Landscape Plants during the rainy season (June 1 through September 10 of each calendar year).

12.5. All fertilization and landscape management practices shall be in accordance with Lee County Ordinance 08-08. (<https://www.lee.gov.com/bocc/Ordinances/08-08.pdf>)

13. SPRINKLER HEADS / IRRIGATION

13.1. The County performs irrigation wet checks and repairs at all County locations. Vendor is responsible for repairs caused by Vendor damage.

13.2. The Vendor shall maintain proper operating conditions around all sprinkler heads. The Vendor shall remove grass from around the sprinkler heads so they may function properly.

13.3. The Vendor shall report any damage to sprinkler systems (sprinkler heads, piping, valves, and controls) to the County on the day it occurs. Such repairs will be at the Vendor's expense if caused by the Vendor's employees. The County will make such repairs as necessary and deduct from payment due.

14. TRIMMING OF TREES

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

14.2. The Vendor shall maintain all trees at all heights through the selective, regular removal of dead or damaged branches to balance the foliage canopies for the attractive and natural form of the trees, to remove crossing branches, narrow crotches, water sprouts, coconuts, berries etc. for the soundness and health of the tree, and to remove branches which may become nuisances by rubbing structures, overhanging walkways, etc.

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

14.3. The Vendor is responsible for the trimming of all trees under this Agreement, including providing all required labor and equipment. If it is necessary to use a boom truck for such trimmings, the Vendor shall coordinate with the County to schedule the work.

14.4. No spiking of trees will be permitted.

14.5. The County does not anticipate trimming of trees more often than two times per year; however, the County may, under certain circumstances, request extra trimmings.

14.6. The Vendor shall only schedule tree trimming around the buildings and parking lots during times when the minimum amount of people are using these areas (e.g., early morning or weekends). Vendor shall provide the tree trimming schedule to the County for approval prior to beginning work.

14.7. The Vendor shall conduct full tree trimming at each site in May of each year to prepare for hurricane season. Under the direction of the arborist, the Vendor shall trim trees in such a way to minimize damage that may result from a severe weather event.

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

14.9. Vendor shall notify the County of any trees that are dead and need to be removed or replaced. The County reserves the right to purchase and replace new trees or negotiate with the Vendor to do so.

14.10. If there is a cost to remove a tree, the Vendor must receive approval from the County.

15. PRUNING

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

15.2. The Vendor shall keep all hedges, shrubs, trees, and ground cover trimmed to present a neat, well-kept appearance, and all sucker growth shall be removed during each visit.

15.3. The Vendor shall keep all coconut trees free of coconuts.

15.4. The Vendor shall remove diseased and damaged wood and shrubs when needed.

15.5. The Vendor shall allow plants to grow in their natural form and not shear them. The exception to this requirement is for hedges. Shearing is permitted for hedges.

16. OTHER CONSIDERATIONS

16.1. TREE CARE

16.1.1. The Vendor's certified arborist shall oversee all aspects of tree maintenance and care under this Agreement. The Vendor shall use the ISA guidelines as minimum standards and guidelines for tree care.

16.1.2. The Vendor shall perform an overall assessment of the trees on each property under this Agreement at the commencement of the Agreement and shall prepare a list of recommendations for either replacement or enhancement in the form of an ongoing five-year (5) plan provided to the County.

16.1.3. The Vendor shall be licensed to do applications of pesticides, fertilizers, defoliant etc. as needed to protect the healthy growth of all trees, shrubs, and plantings at the locations listed.

B230510SML
Landscape Maintenance and Mowing for LeeTran
Clean Cut Lawn Services of Lee County Inc

E1 Contract # _____

17.2 REPLACEMENT PLANTS

- 17.2.1 If at any time trees, palms, shrubs, etc. are damaged or destroyed due to Vendor's negligence or failure to adhere to the requirements of this Agreement, the Vendor shall replace and restore the site to its original condition. Approved replacements shall be furnished and planted at no additional cost to the County.
- 17.2.2 The County reserves the right to purchase and replace new trees, shrubs, or plants or to ask the Vendor to quote prices for replacement plants on an as needed basis.

17.3 EXOTIC PLANT REMOVAL

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

17.4 OPTIONAL PRICING

- 17.4.1 Optional pricing included on the Bid/Proposal Form shall apply to those landscape services and/or miscellaneous landscape tasks requested by the County outside of the Specifications listed herein.
- 17.4.2 Labor rates shall be fully loaded. Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit material, and any other incidental costs required to perform all work.
- 17.4.3 For replacement of plants, trees, and shrubs completed under this Agreement the cost of materials shall be based on the Vendor's invoiced price plus Vendor Agreement percent mark-up as listed on the Bid/Proposal Form. A mark-up on sales tax will not be allowed. The Vendor's invoices shall clearly indicate the purchase price and percent mark-up cost. A copy of the Vendor's purchase invoice shall be submitted with the Vendor's invoice when requesting payment for replacement of plants, trees, and shrubs.
- 17.4.4 The Vendor shall be expected to negotiate and obtain the lowest prices possible when purchasing replacement plants, trees, and shrubs to the County.

End of Scope of Work and Specifications Section

EXHIBIT B FEE SCHEDULE

<i>Landscape Maintenance and Mowing for LeeTran</i>			
<i>Location A - LeeTran HQ Facility, 3401 Metro Parkway, Fort Myers</i>			
Item	Description	Unit of Measure	Unit Price
1.1	Mowing	Each	\$450.00
1.2	Edging	Each	\$210.00
1.3	Line Trimming	Each	\$215.00
1.4	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	Each	\$100.00
1.5	Weeding/Weed Control and Bed Maintenance	Each	\$180.00
1.6	Mulch and labor to put down	Each	\$4,000.00
1.7	Disease and Insect Control (including Ant Control)	Each	\$150.00
1.8	Fertilization	Each	\$300.00
1.9	Trimming of Trees	Each	\$3,400.00
1.10	Pruning	Each	\$250.00
<i>Location B - Rosa Parks Transportation Center, 2250 Widman Way, Fort Myers</i>			
Item	Description	Unit of Measure	Unit Price
2.1	Mowing	Each	\$50.00
2.2	Edging	Each	\$28.00
2.3	Line Trimming	Each	\$28.00
2.4	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	Each	\$22.00
2.5	Weeding/Weed Control and Bed Maintenance	Each	\$25.00
2.6	Mulch and labor to put down	Each	\$400.00
2.7	Disease and Insect Control (including Ant Control)	Each	\$75.00
2.8	Fertilization	Each	\$400.00
2.9	Trimming of Trees	Each	\$350.00
2.10	Pruning	Each	\$35.00
<i>Location C - Cape Coral Transfer Center, SE 47th Terrace at SE 8th Ct, Cape Coral</i>			
Item	Description	Unit of Measure	Unit Price
3.1	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	Each	\$28.00
3.2	Weeding/Weed Control and Bed Maintenance	Each	\$25.00
3.3	Mulch and labor to put down	Each	\$400.00
3.4	Disease and Insect Control (including Ant Control)	Each	\$18.00
3.5	Fertilization	Each	\$350.00
3.6	Trimming of Trees	Each	\$400.00
3.7	Pruning	Each	\$15.00

Location D - Edison Mall Station, 4125 Cleveland Avenue, Fort Myers

Item	Description	Unit of Measure	Unit Price
4.1	Mowing	Each	\$50.00
4.2	Edging	Each	\$28.00
4.3	Line Trimming	Each	\$28.00
4.4	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	Each	\$18.00
4.5	Weeding/Weed Control and Bed Maintenance	Each	\$22.00
4.6	Mulch and labor to put down	Each	\$225.00
4.7	Disease and Insect Control (including Ant Control)	Each	\$18.00
4.8	Fertilization	Each	\$275.00
4.9	Trimming of Trees	Each	\$300.00
4.1	Pruning	Each	\$15.00

Location E - Beach Park & Ride, 111101 Summerlin Square Drive, So Fort Myers

Item	Description	Unit of Measure	Unit Price
5.1	Mowing	Each	\$75.00
5.2	Edging	Each	\$40.00
5.3	Line Trimming	Each	\$20.00
5.4	Removal, Hauling and Disposal of Material and Pavement Cleaning and Sweeping	Each	\$35.00
5.5	Weeding/Weed Control and Bed Maintenance	Each	\$25.00
5.6	Mulch and labor to put down	Each	\$250.00
5.7	Disease and Insect Control (including Ant Control)	Each	\$18.00
5.8	Fertilization	Each	\$375.00
5.9	Trimming of Trees	Each	\$1,100.00
5.1	Pruning	Each	\$20.00

LEETRAN LANDSCAPE MAINTENANCE AND MOWING - 4 LOCATIONS
OPTIONAL ITEMS

OPTIONAL PRICING

Item	Description	Unit Price
7.1	Labor rate per hour for miscellaneous landscape tasks per person	\$50.00
7.2	Labor rate per hour for weekend installation per person	\$75.00
7.3	Holiday labor rate per hour per person	\$75.00
7.4	Overtime labor rate per hour per person	\$75.00
7.5	Replacement of plants, trees and shrubs:	
	Plants	50% Mark Up
	Shrubs	50% Mark Up
	Trees	50% Mark Up

EXHIBIT C INSURANCE REQUIREMENTS



Lee County Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL); or
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

****The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***



Lee County Insurance Requirements

Verification of Coverage:

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

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

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

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

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

Special Requirements:

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

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: 11.13.2003

Ria WSK
Signature

STATE OF Florida
COUNTY OF Lee

Ria WSK, President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this 13th day of Nov, 2003, 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: FLDL
Type of Identification

[Stamp/seal required]



Jacqueline Merle Jutrowski
Comm.: HH 378979
Expires: May 27, 2027
Notary Public - State of Florida

Jacqueline Merle Jutrowski
Signature, Notary Public