B250273CMJ Landscape Maintenance and Mowing for Lee County Public Safety John Fideli Landscapes, LLC E1 Contract #_____

AGREEMENT FOR LANDSCAPE MAINTENANCE AND MOWING

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 John Fideli Landscapes, LLC, a Florida company whose address is 4706 Chiquita Boulevard South, Suite 200, Cape Coral, Florida 33914, and whose federal tax identification number is 47-1330672, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase comprehensive landscape maintenance and mowing services at designated Public Safety locations from the Vendor, including mowing, trimming, weeding, fertilizing, pruning, seasonal clean-up services, and supplying replacement plants, in connection with "Landscape Maintenance and Mowing for Lee County Public Safety" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B250273CMJ on July 1, 2025 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on August 18, 2025; 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 , a more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications Section of B250273CMJ, a photocopy of said section being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B250273CMJ, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue for an initial term of three years. Upon the mutual written agreement of both parties, the parties may renew the Agreement, for up to two (2), additional one (1) year periods. The effective date shall be October 1, 2025.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

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

IV. METHOD OF PAYMENT

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

V. ADDITIONAL PURCHASES

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

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

VI. LIABILITY OF VENDOR

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

VII. <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 Exhibit D.

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. CONTRACT TERMINATION

A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar

- official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.
- C. TERMINATION FOR CAUSE In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be

- deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.
- D. TERMINATION FOR CONVENIENCE Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.
- E. The County reserves the right to require Vendor to repay amounts previously paid by the County to the Vendor due to untimely completion of services, inadequate completion of services, or lack of completion of services and the Vendor shall comply with such demand within thirty days.
- F. 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. <u>DISPUTE RESOLUTION</u>

- 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 XII.

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. <u>VENDOR WARRANTY</u>

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

Name:	John Fideli	Name:	Mary Tucker
Title:	Owner	Title:	Procurement
	John Fideli Landscapes		Management Director
Address:	4706 Chiquita Blvd #200	Address:	P.O. Box 398
	Cape Coral, FL 33914		Fort Myers, FL 33902

Telephone: (239) 533-8881
Facsimile: (239) 485-8383
Email: mtucker@leegov.com

County's Representative

- 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. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Agreement
 - 2. County's Purchase Order

Vendor's Representative

Telephone: (239) 984-5284

(239) 984-5290

JFideli@LandscapesFL.com

Facsimile:

Email:

- 3. Solicitation
- 4. Vendor's Submittal in Response to the Solicitation

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

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JOHN FIDELI LANDSCAPES, LLC

Signed By:

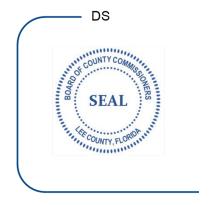
Print Name: ____Mike Higgins

Signed By:

Print Name: ______John Fideli

Title: President

Date: 8-20-2025



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

DocuSigned by:

Signed By: PLAN FUMIL

Print Name: Kevin Ruane

Title: Chair

Date: ____ 9/18/2025 | 12:35 PM EDT

ATTEST:

CLERK OF THE CIRCUIT COURT

Signed by:

Rachael Rumer

E085F5000004741-FRK

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

Signed by:

Andrea Fraser

OFFICE OF THE COUNTY ATTORNEY

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 a qualified vendor to provide comprehensive landscape maintenance and mowing at designated Public Safety locations. Services include mowing, edging, trimming (shrubs, trees, palms), weeding, fertilizing, irrigation, mulching, and supplying replacement plants. The vendor must furnish all labor, materials, equipment, permits (if required), and related resources to complete the work.

2. LOCATIONS

- 2.1. The VENDOR shall service the following Lee County Public Safety locations under this Agreement:
 - 2.1.1. Lee County Public Safety Center, 2665/2675 Ortiz Avenue, Fort Myers, FL. 33905
 - 2.1.2. Lee Flight, 2390 North Airport Road, Fort Myers, FL. 33907
 - 2.1.3. EMS Station No. 11, 10941 Palm Beach Boulevard, Fort Myers, FL. 33905
 - 2.1.4. EMS Station No. 12, 2307 Hancock Bridge Parkway, Cape Coral, FL. 33990
 - 2.1.5. EMS Station No. 17, 2900 Trail Dairy Circle, North Fort Myers, FL. 33917
 - 2.1.6. EMS Station No. 31, 2860 Garden Street, North Fort Myers, FL. 33917
 - 2.1.7. EMS Station No. 35, 13501 Goldenwood Drive, Fort Myers, FL. 33913
 - 2.1.8. Florida Gulf Coast University Tower, 9851 FGCU Boulevard North, Fort Myers, FL 33965
 - 2.1.9. Elevation Warehouse, 4664 Elevation Road, Fort Myers, FL. 33905
- 2.2. Prior to beginning work under this Agreement, the VENDOR shall meet with Lee County Public Safety on site, at each location, to clearly define the limits of the landscape perimeter. The VENDOR shall provide Lee County Public Safety, within thirty (30) days following award, a written schedule for pest control and fertilization throughout the year, which will be subject to approval by the COUNTY.

3. SCHEDULING OPTIONS

- 3.1. As each site listed in Section 2.1 of the Scope of Work and Specifications has different requirements, scheduling will be as follows:
 - 3.1.1. On Demand/By Request: The VENDOR shall provide services outside regular maintenance as requested by the COUNTY, including emergency clean-up, storm debris removal, irrigation repairs, or special landscaping tasks. The VENDOR must respond within twenty-four (24) hours of the COUNTY'S request.
 - 3.1.2. Routine: Routine maintenance refers to regularly scheduled landscaping services performed by the VENDOR to maintain the health, appearance, and functionality of the grounds. These tasks are performed at consistent intervals (e.g., weekly, bi-weekly, monthly, or quarterly) based on seasonal needs.

4. EQUIPMENT

- 4.1. 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 to complete the required services as described herein.
- 4.2. Any cost involved in the rental of equipment shall be at no additional cost to the COUNTY.

5. LANDSCAPE MAINTENANCE

5.1. MOWING

- 5.1.1. The VENDOR shall remove trash or debris prior to moving the properties to prevent equipment damage or litter spread. Turf shall be moved to a horticultural accepted height for the grass species and the time of the year (usual height 3"-4").
- 5.1.2. Any damage to buildings, trees, utilities, etc. shall be reported by the VENDOR to the COUNTY within twenty-four (24) hours of the incident or discovery of damage.
- 5.1.3. 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.
- 5.1.4. The VENDOR shall mow in such a manner that does not propel clippings, debris, etc. towards buildings, plant beds or other mulched areas.

5.2. EDGING

5.2.1. The VENDOR shall edge all drives, curbs, parking areas, sidewalks, walkways, fences, and other edgeable areas at each site visit using a mechanical edger. Edging near mulched plant beds must be done carefully to avoid disturbing the mulch; any displaced mulch must be smoothed or replaced at the VENDOR'S expense.

5.3 LINE TRIMMING

5.3.1 Line trimming is required along fence lines, trees, structures, light poles, bollards, car stops, and other areas inaccessible to mowers. Trimming around trees is only permitted if there is a maintained mulch bed at least 24 inches in diameter around the base. Care must be taken to avoid girdling trees. Trees without a maintained mulch bed at the base shall not be line trimmed.

MATERIAL HAULING AND DISPOSAL / PAVEMENT CLEANING AND SWEEPING

5.3.2 The VENDOR shall remove all materials resulting from maintenance activities, including grass clippings, debris, fallen fronds, and branches, from walkways, drives, parking areas, roadways, and curbs. All trash—such as bottles, cans, broken glass, paper, and other litter—must also be removed. Any debris displaced onto adjacent properties or roadways during mowing must be cleaned up promptly.

- 5.3.3 The VENDOR shall remove and properly dispose of all waste materials off County or City property, including rights-of-way. The vendor is responsible for supplying any necessary containers and covering all related costs. All debris must be disposed of in compliance with local codes and ordinances and must be hauled away after each service—no debris is to be left at the facilities.
- 5.3.4 Parking areas shall be cleaned, each visit with leaf blowers and conspicuous litter shall be removed.

5.4 WEED CONTROL AND BED MAINTENANCE

- 5.4.1 During each site visit the VENDOR shall weed all plant beds, shrubs, and tree areas. Landscaped beds and mulched areas shall be free of weeds.
- 5.4.2 Weeds and grass must be removed from landscape beds, curbs, gutters, and around all structures or obstructions. Weeding may be done by hand or with selective herbicides containing marking dye. Weeds in mulch zones must be kept below six inches; taller weeds must be hand-pulled and removed from the site.
- 5.4.3 VENDOR shall remove all weeds and overgrown vegetation along fences and fence lines on properties. All fence areas must be kept clear and well-maintained, ensuring no plant growth interferes with fence structures. Work includes regular weeding, trimming, and disposal of debris to maintain a clean and unobstructed perimeter.
- 5.4.4 For all facilities that have all native plantings, plant beds shall 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.
- 5.4.5 Pavers and walkways throughout the properties shall be treated for weeds as needed.

5.5 MULCHING

- 5.5.1 During each visit, the VENDOR shall smooth out mulch in the beds, around the buildings or anywhere on the grounds. The mulch must be maintained at an acceptable depth of three inches (3") as recommended by International Society of Arboriculture (ISA) and proper distance away from plantings and trees at no extra charge to the COUNTY.
- 5.5.2 If mulch accumulates more than three inches (3") it is the VENDOR'S responsibility to <u>remove</u> the excess mulch at no additional charge to the COUNTY.
- 5.5.3 Wherever possible no tree roots shall be above ground surface non-mulched.
- 5.5.4 The VENDOR shall provide and apply mulch across required sites twice annually—in the Spring and Fall. Mulch must be maintained at a consistent depth of three inches (3") and shall be Florimulch, unless otherwise approved by the COUNTY. The VENDOR must follow ISA (International Society of Arboriculture) guidelines to ensure proper mulching practices. For trees, mulch must be kept two to three inches away from the base to promote healthy conditions.
- 5.5.5 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.

5.5.6 The following table provides the estimated square feet of mulch beds located at the Lee County Public Safety locations requiring mulch:

Location	Estimated Square Foot
Lee County Public Safety Center	8,000 sq ft

5.5.7 Lee County Administrative Code AC-5-9 prohibits the use of cypress mulch. Cypress mulch shall not be used on any Lee County Public Safety properties.

5.6 DISEASE AND INSECT CONTROL (INCLUDING ANT CONTROL)

- 5.6.1 The VENDOR shall address disease and insect control on plants, shrubs, and trees as needed or upon request by the County. All treatments must be applied promptly to manage infestations effectively. Turf pest control shall also be performed on an as-needed basis for insects such as, but not limited to, chinch bugs, crickets, mole crickets, ants, grub worms, and whiteflies.
- 5.6.2 The VENDOR shall treat ant mounds as they appear. All inactive mounds shall be leveled to match the existing grade.

5.7 FERTILIZATION

- 5.7.1 Shrubs, trees, vines, hedges, and ground cover shall be fertilized with a complete fertilizer two (2) to four (4) times per year depending on type of fertilizer and time of year (slow release, pre-emergent or post-emergent, etc.).
- 5.7.2 Palms shall be fertilized with a complete palm fertilizer two (2) to four (4) times per year as needed, depending on type of fertilizer (slow release, etc.).
- 5.7.3 The VENDOR shall maintain proper grass growth through fertilizers, weed inhibitors and, if needed, reseeding.
- 5.7.4 No more than four (4) pounds of nitrogen per 1,000 square feet may be applied to any turf or landscaped area within a calendar year. Fertilizers containing nitrogen and/or phosphorus are prohibited during the rainy season, from June 1 through September 10 each year
- 5.7.5 All fertilization and landscape management practices shall be in accordance with Lee County Ordinance 08-08. (https://www.leegov.com/bocc/Ordinances/08-08.pdf)

5.8 SPRINKLER HEADS / IRRIGATION

- 5.8.1 The VENDOR shall maintain proper operating conditions around all sprinkler heads including the removal grass and debris. The VENDOR is responsible for repairs caused by VENDOR damage.
- 5.8.2 The VENDOR shall report any damage to sprinkler systems including heads, piping, valves, and controls to the COUNTY on the day it occurs. The VENDOR is responsible for required repairs due to damage caused by the VENDOR'S employees. The COUNTY will make such repairs as necessary and deduct from payment due.

5.9 TREE TRIMMING

- 5.9.1 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. All tree trimming must meet the minimum standards and guidelines set by the ISA.
- 5.9.2 The VENDOR shall maintain all trees by regularly and selectively removing dead or damaged branches to promote healthy, balanced, and natural canopies. Pruning shall include the removal of crossing branches, narrow crotches, water sprouts, coconuts, berries, and any limbs that may pose a nuisance by rubbing against structures or overhanging walkways. Spiking of trees is not permitted.
- 5.9.3 The VENDOR is responsible for the trimming of all trees under this Agreement twice per year, 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. Additional trimmings shall be billed at the twice-yearly quoted rate.
- 5.9.4 The VENDOR shall only schedule tree trimming around the buildings and parking lots during times when the minimum number 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.
- 5.9.5 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.
- 5.9.6 The VENDOR shall notify the COUNTY of any trees that are dead and in need of removal or replacement. The COUNTY reserves the right to purchase and replace new trees or negotiate with the VENDOR to do so. If there is a cost to remove a tree, the VENDOR must receive approval from the COUNTY prior to the start of work.

5.10 PRUNING

- 5.10.1 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. All trim work and pruning shall follow the ISA guidelines for trimming and pruning.
- 5.10.2 The VENDOR shall keep all coconut trees free of coconuts.
- 5.10.3 The VENDOR shall remove diseased and damaged wood and shrubs when needed.
- 5.10.4 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.

5.11 REPLACEMENT PLANTS

5.11.1 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.
- 5.11.2 The COUNTY reserves the right to purchase and replace new trees, shrubs, or plants or to request that the VENDOR quote prices for replacement plants on an as needed basis.
- 5.11.3 The VENDOR shall be expected to negotiate and obtain the lowest prices possible when purchasing replacement plants, tress, and shrubs to the COUNTY.

5.12 EXOTIC PLANT REMOVAL

5.12.1 The VENDOR shall not be responsible for the removal of exotic plant species; however, the VENDOR shall notify the COUNTY if invasive or exotic plants are observed at any location.

6 LABOR RATES

6.1 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.

7 WORKMANSHIP AND INSPECTION

- 7.1 Onsite inspections shall be conducted at the request of the COUNTY and scheduled within five (5) working days of request.
- 7.2 The VENDOR shall meet with the COUNTY on a set monthly schedule to discuss and remedy any field questions and/or associated problems.
- 7.3 Any work that does not meet the specifications shall be corrected by the VENDOR before the COUNTY approves payment. The COUNTY has the right to deny a monthly payment for work not completed for that period.

8 SUPERVISION AND SAFETY

- 8.1 VENDOR shall provide maintenance services in a professional manner. The VENDOR shall provide during all maintenance work hours, a qualified and competent, English-speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the VENDOR.
- 8.2 The supervision of the performance of this Agreement is vested wholly with the COUNTY. The COUNTY will decide all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance, and rate of progress of the work.
- 8.3 All VENDOR vehicles and trailers shall have the VENDOR'S name and business phone number clearly displayed during work hours.
- 8.4 Personnel shall wear appropriate apparel including high visibility safety vest, or other appropriate Personal Protective Equipment (PPE) required for the job being performed.
- 8.5 Smoking and the use of tobacco or vaping products are prohibited on all Lee County-owned or -operated properties, including buildings, parks, vehicles, and outdoor areas.

8.6 The VENDOR shall maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The VENDOR shall adhere to the applicable federal, state, and local laws, ordinances and regulations.

9 TOLLS

9.1 The VENDOR shall be responsible for all tolls payments. The COUNTY will not pay for or reimburse the VENDOR for bridge or road tolls.

10 MAJOR HOLIDAYS

10.1 VENDOR'S may access a list of Lee County observed holidays by visiting the Lee County website at: https://www.leegov.com/hr/holidays

11 EXAMINATION OF SITES

11.1 The COUNTY strongly encourages VENDORS to visit the publicly accessible sites to familiarize themselves with the site conditions and the scope of work required under this solicitation. Site visits will help VENDOR'S gain a full understanding of the facilities, potential challenges, and any restrictions that may impact the execution of the work.

12 SERVICE LOCATION SPECIFICATIONS

Lee County Public Safety Comple	x	
2665/2675 Ortiz Avenue, Fort Myers, Florida 33905		
Mowing (as described in Section 5.1)	Weekly	
Edging (as described in Section 5.2)	Weekly	
Line Trimming (as described in Section 5.3)	Weekly	
Mulch Service (as described in Section 5.6 & 5.6.6)	Twice Annually	
Pest Control (as described in Section 5.7)	Quarterly	
Fertilization (as described in Section 5.8)	Quarterly	
Tree Trimming (as described in Section 5.10)	Twice Annually	
Pruning (as described in Section 5.11)	Twice Annually	
Herbicide Treatment (as described in Section 5.5.2)	Quarterly	

Lee Flight		
2390 North Airport Road, Fort Myers, Florida 33907		
Mowing (as described in Section 5.1)	Bi-Weekly	
Edging (as described in Section 5.2)	Bi-Weekly	
Line Trimming (as described in Section 5.3)	Bi-Weekly	
Pest Control (as described in Section 5.7)	Quarterly	
Fertilization (as described in Section 5.8)	Quarterly	
Tree Trimming (as described in Section 5.10)	Twice Annually	
Pruning (as described in Section 5.11)	Twice Annually	
Herbicide Treatment (as described in Section 5.5.2)	Quarterly	

EMS Station No. 11		
10941 Palm Beach Boulevard, Fort Myers, Florida 33905		
Mowing (as described in Section 5.1)	Bi-Weekly	
Edging (as described in Section 5.2)	Bi-Weekly	

Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly

EMS Station No. 12	
2307 Hancock Bridge Parkway, Cape Coral,	, Florida 33990
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly
Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly
Tree Trimming (as described in Section 5.10)	Twice Annually

EMS Station No. 17	
2900 Trail Dairy Circle, North Fort Myers,	Florida 33917
Mowing (as described in Section 5.1)	Bi-Weekly
Edging (as described in Section 5.2)	Bi-Weekly
Line Trimming (as described in Section 5.3)	Bi-Weekly
Pest Control (as described in Section 5.7)	Quarterly

EMS Station No. 31		
2860 Garden Street, North Fort Myers, Florida 33917		
Mowing (as described in Section 5.1)	Bi-Weekly	
Edging (as described in Section 5.2)	Bi-Weekly	
Line Trimming (as described in Section 5.3)	Bi-Weekly	
Pest Control (as described in Section 5.7)	Quarterly	

EMS Station No. 35 – Anticipated Completion Date: October 1, 2025		
13501 Goldenwood Drive, Fort Myers, Florida 33913		
Mowing (as described in Section 5.1) Bi-Weekly		
Edging (as described in Section 5.2)	Bi-Weekly	
Line Trimming (as described in Section 5.3)	Bi-Weekly	
Pest Control (as described in Section 5.7)	Quarterly	

Elevation Warehouse		
4664 Elevation Road, Fort Myers, Florida 33905		
Mowing (as described in Section 5.1)	Bi-Weekly	
Edging (as described in Section 5.2)	Bi-Weekly	
Line Trimming (as described in Section 5.3)	Bi-Weekly	
Pest Control (as described in Section 5.7)	Quarterly	

Florida Gulf Coast University Tower		
9851 FGCU Boulevard North, Fort Myers, Florida 33965		
Herbicide Treatment (as described in Section 5.5.2)	Quarterly	

13 ADD OR DELETE

13.1 The COUNTY may, at their sole discretion, add or delete sites, adjust number of cycles, or terminate the Agreement if doing so is in the best interest of Lee County. The COUNTY may negotiate a mutually agreeable price with the VENDOR for additional services needed at any site.

END SCOPE OF WORK AND SPECIFICATIONS

SPECIAL CONDITIONS

These are conditions are in relation to this solicitation only and have not been included in the COUNTY'S standard Terms and Conditions or the Scope of Work.

1. TERM

- 1.1 The VENDOR shall be responsible for furnishing and delivering the requested commodities or services to the appropriate Lee County department on an as-needed basis for a period of three (3) years.
- 1.2 An option to extend the contract may be available, as specified in the Scope of Work or technical specifications. Any extension must be approved by both the COUNTY and the VENDOR and may be granted for up to two (2) additional one (1) year periods.

2. BASIS OF AWARD

- 2.1 The basis of award for this bid will be the lowest Total Project Cost from the most responsive, responsible, and qualified VENDOR meeting all specifications.
- 2.2 VENDORS must bid all line items listed on the Line-Item tab in IonWave. Failure to bid all line items may deem your company as non-responsive. Each location listed on the Line-Item tab includes the services required for that specific location.

3. ESTIMATED ANNUAL QUANTITIES

3.1 Minimum annual quantities are specified on the Line-Item tab in IonWave. Monthly services at each location will be provided as needed as determined by the COUNTY.

4. <u>LICENSES AND CERTIFICATIONS – MINIMUM QUALIFICATIONS</u>

- 4.1 VENDOR shall provide a copy of their Commercial Public Pesticide License with Right of Way certification as required by Florida Statute Chapter 487 per the Florida Department of Agriculture and Consumer Services (FDACS).
- 4.2 VENDOR shall provide current certificates of training from "Florida Green Industries Best Management Practices Certification" (GI-BMP) for individuals who will be assigned to work on the project per Florida Statute 482.1562.
- 4.3 VENDOR shall provide a copy of their commercial certification of "Limited Urban Commercial Fertilizer Applicator Certification" per Florida Statute 482.1562.
- 4.4 International Society of Arboriculture Certified Arborist Certification It is not required of the VENDOR to have a certified Arborist as one of its employees. VENDORS are permitted to subcontract an Arborist. VENDOR shall supply the name, certification, and length of certification as an Arborist.

5. LOCAL PREFERENCE

5.1 The Lee County Local Vendor Preference shall be included as part of the award process for this project. As such, the COUNTY at its sole discretion may choose to award a preference to any qualified Local Vendor.

END OF SPECIAL CONDITIONS

B250273CMJ LANDSCAPING MAINTENANCE AND MOWING – PUBLIC SAFETY SPECIAL CONDITIONS



Solicitation No.: B25073CMJ

Solicitation Name: Landscape Maintenance and Mowing for Lee County Public Safety

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.	Are there plans available to show what landscaping will be installed at the EMS Station No. 35, 13501 Goldenwood Drive, Fort Myers, FL. 33913?	
Answer	Lee County Public Safety has received only the development plans pertaining to the Arborwood Temporary EMS Station, located at 13501 Goldenwood Drive, Fort Myers, Florida 33913. No additional documentation has been provided at this time. Please refer to the attached development plans for further detail.	

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.

Christopher Jagodzinski
Chris Jagodzinski

Procurement Analyst Direct Line: 239-533-8812

Lee County Procurement Management

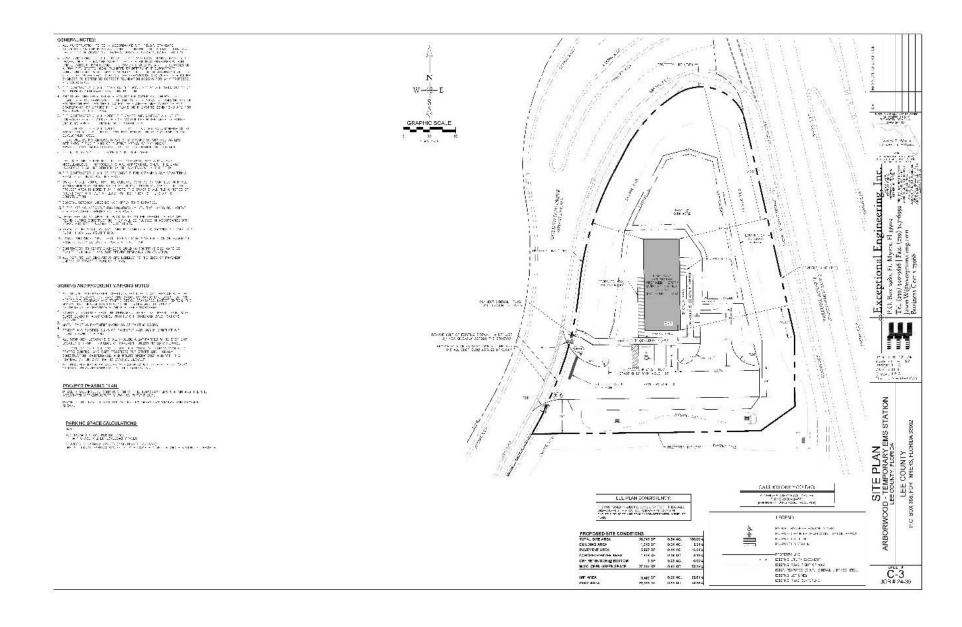
DEVELOPMENT PLANS FOR

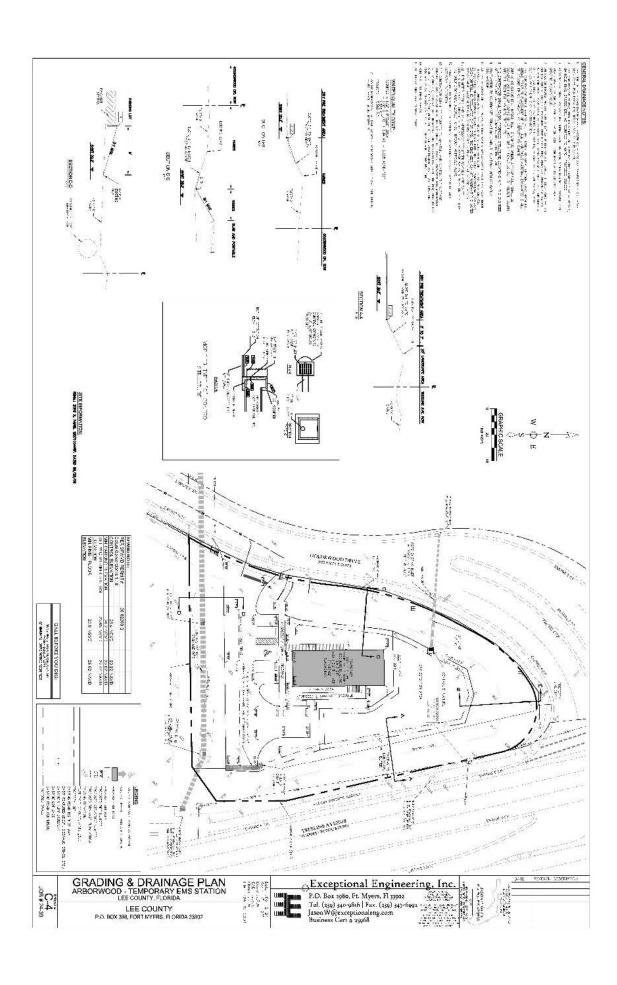
ARBORWOOD - TEMPORARY EMS STATION

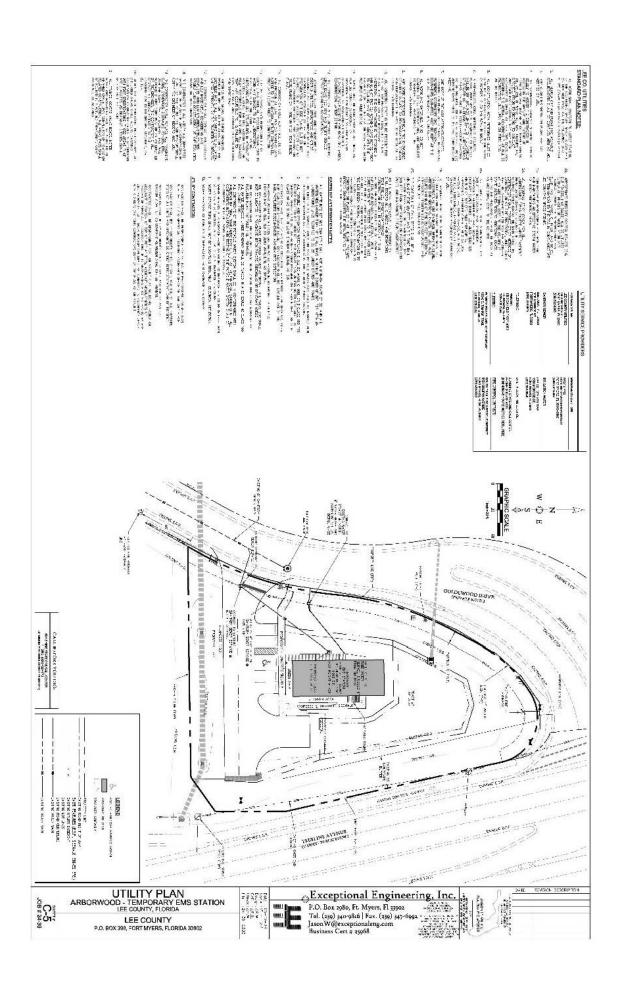
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

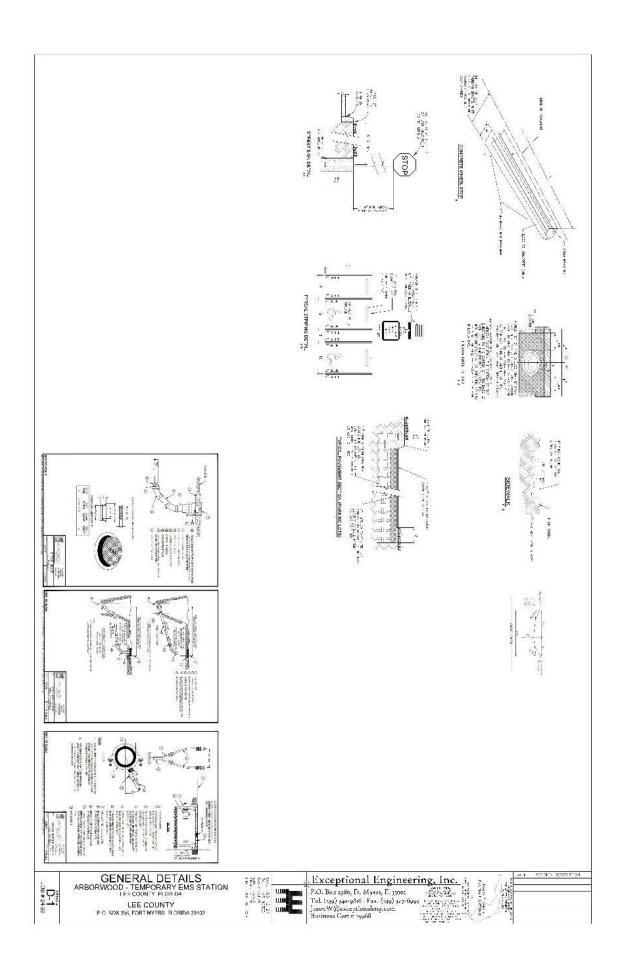


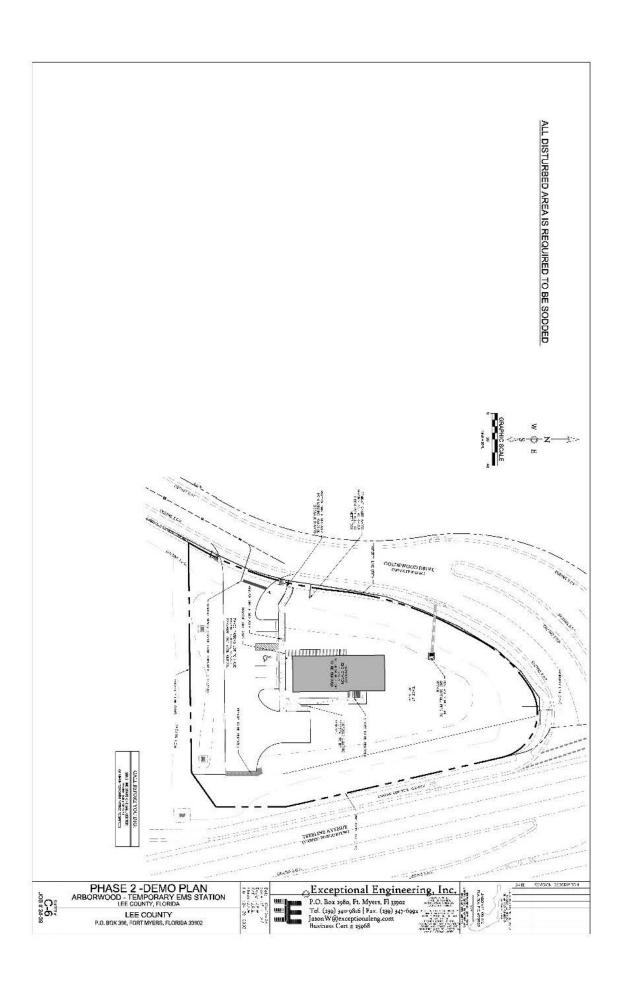












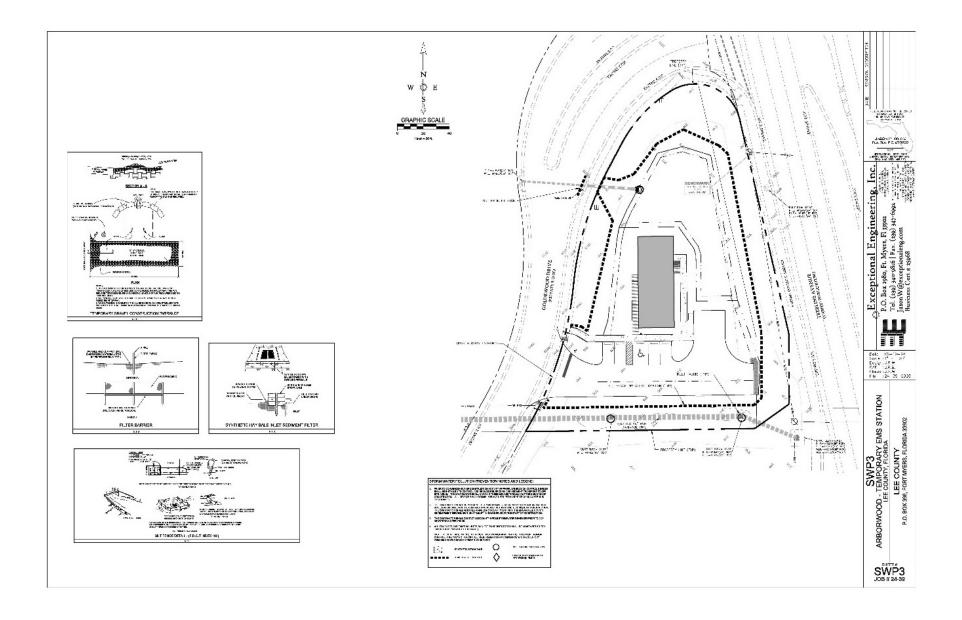


EXHIBIT B FEE SCHEDULE

Line#	Description	QTY	UOM	Price Per Service
1	Lee County Public Safety Center			
1.1	Mowing	52	EA	\$600.00
1.2	Edging	52	EA	\$50.00
1.3	Line Trimming	52	EA	\$50.00
1.4	Mulch Service	2	EA	\$4,000.00
1.5	Pest Control	4	EA	\$500.00
1.6	Fertilization	4	EA	\$675.00
1.7	Tree Trimming	2	EA	\$1,400.00
1.8	Pruning	2	EA	\$2,400.00
1.9	Herbicide Treatment	4	EA	\$300.00
2	Lee Flight			
2.1	Mowing	26	EA	\$50.00
2.2	Edging	26	EA	\$20.00
2.3	Line Trimming	26	EA	\$15.00
2.4	Pest Control	4	EA	\$150.00
2.5	Fertilization	4	EA	\$175.00
2.6	Tree Trimming	2	EA	\$200.00
2.7	Pruning	2	EA	\$600.00
2.8	Herbicide Treatment	4	EA	\$75.00
3	EMS Station No. 11			
3.1	Mowing	26	EA	\$40.00
3.2	Edging	26	EA	\$15.00
3.3	Line Trimming	26	EA	\$15.00
3.4	Pest Control	4	EA	\$100.00
4	EMS Station No. 12			
4.1	Mowing	26	EA	\$50.00
4.2	Edging	26	EA	\$10.00
4.3	Line Trimming	26	EA	\$20.00
4.4	Pest Control	4	EA	\$100.00
4.5	Tree Trimming	2	EA	\$500.00
5	EMS Station No. 17			
5.1	Mowing	26	EA	\$40.00
5.2	Edging	26	EA	\$20.00
5.3	Line Trimming	26	EA	\$15.00
5.4	Pest Control	4	EA	\$100.00

6	EMS Station No. 31			
6.1	Mowing	26	EA	\$40.00
6.2	Edging	26	EA	\$20.00
6.3	Line Trimming	26	EA	\$15.00
6.4	Pest Control	4	EA	\$100.00
7	EMS Station No. 35			
7.1	Mowing	26	EA	\$75.00
7.2	Edging	26	EA	\$20.00
7.3	Line Trimming	26	EA	\$15.00
7.4	Pest Control	4	EA	\$100.00
8	Elevation Warehouse			
8.1	Mowing	26	EA	\$55.00
8.2	Edging	26	EA	\$20.00
8.3	Line Trimming	26	EA	\$15.00
8.4	Pest Control	4	EA	\$100.00
9	FGCU Tower			
9.1	Herbicide Treatment	4	EA	\$275.00

[The remainder of this page intentionally left blank.]

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 <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

<u>b</u> 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."

Revised 12/02/2022 - Page 1 of 2



Lee County Insurance Requirements

Verification of Coverage:

- 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.

Revised 12/02/2022 - Page 2 of 2

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: 7/22/25	Signature
STATE OF COUNTY OF	John Fideli / President Name/Title
The foregoing instrument was sworn to (or affirmed) and presence or □ online notarization, this 22 day of	, 2025, by the above-named person
of identification: (Type of Identification) <u>F1 Drivers</u>	
[Stamp/Seal Required] Angel Crespo Notary Public, State of Florida My Commission Expires 09/12/2027 Commission No. HH 442778	Signature, Notary Public

OF FLOR