



TITLE:
W-150252
LANDSCAPING MAINTENANCE AND
MOWING FOR LEE TRAN

BUYER: KATHY CICCARELLI
PROCUREMENT ANALYST
PHONE NO.: (239) 533-5456
E-MAIL ADDRESS: kciccarelli@leegov.com

**LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR LANDSCAPING MAINTENANCE
& MOWING FOR LEE TRAN**

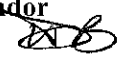
DATE SUBMITTED: 6/25/2015

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

TERM

This agreement will remain in effect for three years from June 1, 2015 to May 31, 2018 with a not to exceed amount of \$95,000 annually. The tree, shrub, plant and irrigation warranty will be extended to 3 years (see attached copy of warranty provided by vendor) during which Big Tree, Inc. will remain the vendor of choice to maintain the landscaping and mowing.

This agreement is all inclusive of the maintenance, mowing and irrigation maintenance as stated in this agreement.

This Agreement can be canceled with a 30 day notice either from Lee County or the vendor to terminate this agreement. *which also terminates the extended warranty* 

SUBMITTALS

1. Certified Pest Operator's License
2. Certificate of Training Best Management Practice
3. ISA Certified Arborist Certification
4. MDS sheets for all chemicals used
5. Affidavit Certification Immigration Laws
6. Affidavit Principal Place of Business
7. Insurance Certificate

LANDSCAPE MAINTENANCE:

- 1) All turf areas on property
 - a) Mow grass as needed at least 38 times per year but as often as needed to keep turf under 4"
 - b) Mowing wet grass or operating with dull blades shall be avoided.
 - c) Please refrain from mowing sod clipping into landscape areas.
 - d) The County may add or delete a mowing cycle as needed.
 - e) Roadway, curb, gutter and sidewalks shall be blown free of all clippings.
 - f) Do not leave large clumps of grass or clippings in the lawn, driveway or sidewalks.
 - g) Fertilize **three times per year** with product ideally suited for type of grass, soil conditions, and moisture conditions
 - h) Treat for broadleaf weeds **three times per year**
 - i) Apply fire ant pesticide as needed

- 2) Edging and String Trimming:
 - a) Turf encroachment into planting beds will not be allowed.
 - b) Edging shall be performed with rigid blade edging equipment or a manual hand edger, leaving a clean straightedge no more than 1" back from curbs, walks, buildings, tree rings or bed areas. Weed eaters shall not be used for trimming or edging purposes.
 - c) No plant, tree, or palm material will be damaged by string trimmers.
 - d) Roadway, curb and gutter and sidewalks shall be blown free of all clipping
- 3) Shrubs
 - a) Will be trimmed 6 times during the first year. In subsequent years 10-12 times will be normal.
 - b) Trimming must employ techniques to encourage full foliage to the ground when desirable
 - c) Hedge lines should not undulate across the top or along the sides.
 - d) All trimmed edges and corners should be rounded
 - e) Ornamental fertilizer will be applied **three times per year**
 - f) Pesticides will be applied whenever needed in response to weekly inspections.
- 4) Trees
 - a) All pruning shall be overseen and supervised by an ISA Certified Arborist.
 - b) Structural Pruning and removing dead or broken branches at 12' and below will be performed as needed all three years, according to industry standard.
 - c) All trees will be fertilized **three times per year** to maintain good vigor.
- 5) Palms
 - a) Palms fronds and flowers whose base is at or below 12' will be pruned twice per year if those fronds are dead, dying, or below horizontal.
 - b) All palms will be fertilized with all recommended macro and micro-nutrients **three times per year, except for Sabal Palms will be fertilized only once**
- 6) Clean Up and Safety
 - a) All sidewalks and pavers will be blown free of debris and all debris will be removed.
 - b) Pavers will be sprayed to prevent weed growth in between the pavers.
 - c) Parking lots will also be blown off without damaging vehicles
 - d) All trash will be removed from turf and bed areas and disposed of off site
 - e) All significant landscaping debris will be removed from the property by the vendor
 - f) The vendor will be responsible to clean up fallen debris etc. after a storm.
 - g) Lee County will provide a means to dispose of any large amounts of debris due to a storm.
- 7) Bed Care
 - a) Chemical or hand pulling will be employed upon every visit to the site.
 - b) Vendor will remove palms and other plant material that "volunteer" in a planting bed
 - c) Edges of beds will be trimmed regularly to retain original shape

- d) Chain link fence line around retention pond will be sprayed with herbicide regularly to keep weeds and grass from growing there
- e) Apply Fire Ant pesticide as needed

8) Mulch

- a) Mulch will be supplied by Lee County.
- b) Labor to apply the mulch will be supplied by the vendor
- c) Mulch shall be applied by the vendor to obtain the settled depth of three (3"). Additional mulch shall be applied whenever needed to provide uniform coverage and aesthetics.

9) Irrigation Services

- a) A thorough wet check of all components of the irrigation system will occur monthly
- b) Wet checks will include checking all components for full functionality including wiring, controllers, valve, heads, spray patterns, coverage, zone start times, and zone length times.
- c) A technician will be available to mitigate line break damage within 8 working hours.
- d) All repair requirements, outside the scope of the warranty, will be documented with photos and estimates submitted.
- e) All repairs must be made or directly supervised by personnel trained and certified on the component being repaired.
- f) Well and pump station are not included in the irrigation services.

10) Plant, Shrubs and Tree Replacement

- a) All plants, shrubs and trees must be replaced with the same size and type unless otherwise discussed and approved by the department.
- b) Replacement of dead plants, shrubs and trees must take place within 21 calendar days of notification unless an extension is granted by the department.
- c) Lee Tran reserves the right to hire another vendor to replace the plants, shrubs and trees if you fail to do so and deduct the expense from your invoice.

11) Contact Information

- a) 24/7 contact with dedicated staff of professionals.
- b) Your management contacts are:
 - o Primary – Oliver Villa Cruz 239-895-3294
 - o Escalation – Kit Bock 239-633-9400
 - o Escalation – Kyle Levette 239-841-4493

- 12) Lee County may at their sole discretion add or delete services or items with pricing to be negotiated between the vendor and a Lee County representative.

BIG TREE SERVICES AGREEMENT

This is an agreement between Big Tree, Inc., 5175 Country Lakes Drive, Ft. Myers, FL 33901, herein referred to as "Big Tree", for short term landscaping maintenance for Lee County Transit (Lee Tran), 3401 Metro Parkway Fort Myers, FL 33901, herein referred to as "Client", for the services described herein.

Yearly*

Year to Year Service as described above

\$95,000.00

*Payments will be broken down into monthly payments and are due after completion of the months' work.

The undersigned vendor understands and agrees that the annual all inclusive cost for the services specified herein will not exceed \$95,000.00 per year. ~~This will include any conditioned requests from transit such as but not limited to additional mulching etc. There will be no change orders issued against this agreement.~~ *TSB*

Contract Duration: Big Tree, Inc. and Lee Tran

36 Months Kit Bock Title: VP

Big Tree Inc. *x [Signature]*
Date 6/25/2015

36 Months David Harner Title: Assistant County Manager

[Signature] 7/10/15
Date

[Signature] Title: Director 7-21-15
(For Steve Myers)
Lee Tran Date

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME Big Tree, Inc

BY (Printed): Kit Bock

BY (Signature): Kit Bock

TITLE: VP

FEDERAL ID # OR S.S. # 65-0728828

ADDRESS: 5175 Country Lakes Dr.
Ft Myers, FL 33905

PHONE NO.: (239) 694-9700

FAX NO.: (239) 694-6345

CELLULAR PHONE/PAGER NO.: (239) 633-9400

DUNS #: 111881785

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 0905317

E-MAIL ADDRESS: Kit@bigtreemic.net

DISADVANTAGED BUSINESS ENTERPRISE (DBE): yes - OSD

REVISED: 4/16/10

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS

SOLICITATION NO.: _____ PROJECT NAME: _____

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A(e) OF THE INA. **SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A(e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: BIG TREE, INC

Kristen A Bock President 7-8-15
Signature Title Date

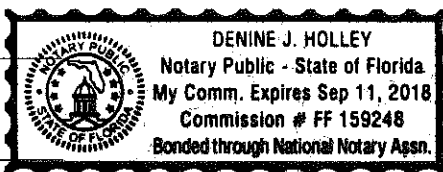
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 8 day of JULY, 2015,
by KRISTEN A BOCK who has produced
(Print or Type Name)
B200 501 59 7100 0 as identification.
(Type of Identification and Number)

Denine J. Holley
Notary Public Signature

DENINE J HOLLEY
Printed Name of Notary Public

FF159248 9-11-18
Notary Commission Number/Expiration



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**



LEE COUNTY
SOUTHWEST FLORIDA

Lee County Ordinance No. 08-26
Local Bidder's Preference

AFFIDAVIT
PRINCIPAL PLACE OF BUSINESS

Principal place of business is located within the boundaries of Lee County.

Company Name: BIG TREE, INC
Kristen Bock 7-8-15
Signature Date

STATE OF FLORIDA
COUNTY OF LEE

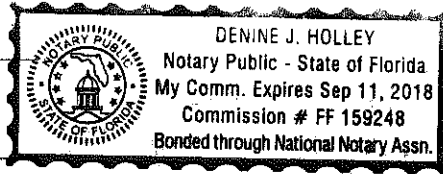
The foregoing instrument was signed and acknowledged before me this 8 day of
JULY, 2015, by KRISTEN A BOCK who has produced

(Print or Type Name)
B200-501-59-700-0 as identification.
(Type of Identification and Number)

Denine J Holley
Notary Public Signature

DENINE J HOLLEY
Printed Name of Notary Public

FF159248 9/11/18
Notary Commission Number/Expiration



The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

INSURANCE REQUIREMENTS

NOTE: Your certificate of insurance must meet the following requirements:

Requirement #1:

The Lee County Board of County Commissioners shall be added as an additional insured on the comprehensive general liability policy.

Requirement #2:

Certificate holder shall be listed as follows:

Lee County Board of County Commissioners
C/O Lee County Procurement Management
P.O. Box 398
Fort Myers, FL 33902-0398

Requirement #3:

Each policy shall provide a 30-day notification clause in the event of cancellation, non-renewal or adverse change.

1. **Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendor's interest or liabilities, but are merely minimums.*
 - a. 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. Individual employees may be exempted per State Law. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease limit per employee
 - b. Commercial General Liability - Coverage shall apply to premises and/or operations, products and/or completed operations, independent contractors, contractual liability, and exposures with minimum limits of:

\$500,000 bodily injury per person (BI)
\$1,000,000 bodily injury per occurrence (BI)
\$500,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD
 - c. 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:

\$500,000 bodily injury per person (BI)

\$1,000,000 bodily injury per occurrence (BI)
\$100,000 property damage (PD) or
\$1,000,000 combined single limit (CSL) of BI and PD

**The required limit of liability shown in Standard Contract: 1.a; 1.b; 1.c; 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."*

2. Verification of Coverage:

a. Ten (10) days prior to the commencement of any work under this contract a certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

1. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials@ will be named as an "Additional Insured" on the General Liability policy.***
2. Lee County will be given thirty (30) days notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Division of Procurement Management (P.O. BOX 398 Ft. Myers, FL 33902).

3. Special Requirements:

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

To the fullest extent permitted by applicable law, Contractor shall protect, defend, indemnify, save and hold the County, the Board of County Commissioners, its agents, officials, and employees harmless from and against any and all claims, demands, fines, loss or destruction of property, liabilities, damages, for claims based on the negligence, misconduct, or omissions of the Contractor resulting from the Contractor's work as further described in this contract, which may arise in favor of any person or persons resulting from the Contractor's performance or non-performance of its obligations under this contract except any damages arising out of personal injury or property claims from third parties caused solely by the negligence, omission(s) or willful misconduct of the County, its officials, commissions, employees or agents, subject to the limitations as set out in Florida general law, Section 768.28, Florida Statutes, as amended. Further, Contractor hereby agrees to indemnify the County for all reasonable expenses and attorney's fees incurred by or imposed upon the County in connection therewith for any loss, damage, injury or other casualty. Contractor additionally agrees that the County may employ an attorney of the County's own selection to appear and defend any such action, on behalf of the County, at the expense of the Contractor. The Contractor further agrees to pay all reasonable expenses and attorney's fees incurred by the County in establishing the right to indemnity.



Letter of Extended Plant Warranty

Lee Tran
3401 Metro Parkway
Fort Myers, FL 33901

The following is a Limited Warranty for the plant material installed by Big Tree, Inc., at Lee Tran in Fort Myers. Big Tree, Inc. provides a warranty that is strictly limited to the replacement of plants that die as the result of deficiency in material or labor supplied by Big Tree, commencing on June 1, 2015 and continuing for 3 years or the termination of our maintenance agreement for that property (W-150252), whichever comes first.

Only the plants supplied and installed by us at that address are covered. Turf is not included. This Limited Warranty is only valid if payments for all services provided under the maintenance contract are current.

Limited Warranty

Big Tree, Inc. will provide a like material replacement for any plant material listed below that dies during the Limited Warranty period if they die due to defects in materials or labor supplied by Big Tree, Inc. No replacements will be made for plants that have been relocated, excavated, chemically damaged, damaged by excessive or inadequate water, acts of God, and violent weather or physically damaged in any way by any persons other than the employees of Big Tree, Inc.

No other obligations or liabilities whatsoever are part of this warranty.

All plant replacement requests must be in writing prior to the expiration of the plant Warranty.

Questions regarding this warranty or any other landscape issues can be faxed to Big Tree Inc at 239-694-6345 or through email to kit@bigtreeinc.net

Signed



Title

V.P.

Date

5-11-2015



Date: 05/11/2015

Letter of Extended Irrigation Warranty

The following is a limited warranty for the irrigation installed at:

Lee Tran
3401 Metro Parkway
Fort Myers, FL 33901

Limited Warranty

Big Tree, Inc. guarantees that all in-ground pvc pipe and irrigation heads used and workmanship performed by Big Tree, Inc. in connection with the above named contract, shall be free from defects for a period of up to three (3) years from start date of the maintenance contract(W-150252), for the property named above which is 06/01/2015, or until cancellation of the maintenance agreement, whichever comes first. This warranty does not cover wells, pumps, controllers, or any other electrical component.

The warranty does not cover direct or indirect damage by others, or damage due to electrical surges, vandalism, lightning, acts of God or natural disasters or any other cause beyond the direct control of Big Tree, Inc.

Subject to the descriptions and limitations above, Big Tree will promptly replace and/or repair the affected pipe or head upon discovery.

Signature

K. P.

Title

K.P.

Date

5-11-2015