

## **AGREEMENT FOR LANDSCAPE MAINTENANCE FOR DOT**

**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 P&T Lawn & Tractor Service, Inc, a Florida corporation whose address is 15980 Old Olga Road, Alva, FL 33920, and whose federal tax identification number is 65-0249564, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase landscape maintenance services from the Vendor in connection with "Landscape Maintenance for DOT" (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. RFP220374DWJ on July 15, 2022 (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 September 16, 2022; and,

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

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

### **I. PRODUCTS AND SERVICES**

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in sections 1 through 14 of the Detailed Specifications section of RFP220374DWJ, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A Detailed Specifications. Vendor shall comply strictly with all of the terms and conditions of the Solicitation, Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP220374DWJ, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

## **II. TERM AND DELIVERY**

- A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), three (3) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed three (3) one-year renewals. The effective date shall be February 1, 2023.
- B. A purchase order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

## **III. COMPENSATION AND PAYMENT**

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

#### **IV. METHOD OF PAYMENT**

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

#### **V. ADDITIONAL PURCHASES**

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

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

#### **VI. LIABILITY OF VENDOR**

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

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

**VII. VENDOR'S INSURANCE**

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

**VIII. RESPONSIBILITIES OF THE VENDOR**

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

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

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

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

## **IX. OWNERSHIP OF PRODUCTS**

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

## **X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

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

## **XI. COMPLIANCE WITH APPLICABLE LAW**

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

## **XII. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or 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, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship

or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

#### **XV. MISCELLANEOUS**

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The provisions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assignees of the parties hereto. A party to this Agreement shall not sell, transfer, assign, license, franchise, restructure, alter, or change its corporate structure or otherwise part with possession or mortgage, charge or encumber any right or obligation under this Agreement without the proposed assignee and/or party restructuring, altering or changing its corporate structure agreeing in writing with the non-assigning party to observe and perform the terms, conditions and restrictions on the part of the assigning party to this Agreement, whether express or implied, as if the proposed assignee and/or party restructuring, altering or changing its corporate structure was an original contracting party to this Agreement. Notwithstanding the foregoing provision, the Vendor may assign its rights if given written authorization by the County and claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. When any period of time is referred to by days herein, it shall be computed to exclude the first day and include the last day of such period. When the period of time is fewer than three (3) days, it shall mean business days as defined by Lee County. If the period of time is greater than three (3) days, then it shall mean calendar days. For any period of time greater than seven (7) days, where the deadline falls on a Saturday, Sunday, or Lee County recognized holiday, the deadline will then fall to the next Monday or non-Lee County recognized holiday
- I. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Teena Zielinski  
 Title: President  
 Address: 15980 Old Olga Road, Alva, FL 33920  
 Telephone: 239-694-4848  
 Facsimile: 239-672-4260  
 Email: [teenaz@pandtlandscaping.com](mailto:teenaz@pandtlandscaping.com)

County's Representative

Names:	Roger Desjarlais	Mary Tucker
Titles:	County Manager	Procurement Management Director
Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 485-2262	(239) 485-8383
Email:	<a href="mailto:rdesjarlais@leegov.com">rdesjarlais@leegov.com</a>	<a href="mailto:mtucker@leegov.com">mtucker@leegov.com</a>

- 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

[The remainder of this page intentionally left blank.]

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

WITNESS:

Signed By: *Michael Murphy*

Print Name: MICHAEL MURPHY

**P&T Lawn & Tractor Service, Inc**

Signed By: *Teena Zielinski*

Print Name: Teena Zielinski

Title: President

Date: 10/19/22



**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY: *Brian Hamm*

CHAIR

DATE: 12/14/22

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY: *Melissa Butler*

Melissa Butler

Deputy Clerk



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

BY: *Joseph Adams*

OFFICE OF THE COUNTY ATTORNEY

## **EXHIBIT A DETAILED SPECIFICATIONS**

### **DETAILED SPECIFICATIONS**

#### **1. GENERAL SCOPE OF PROJECT**

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide median and roadside landscape maintenance and mowing for various sites throughout Lee County. The maintenance work will consist of providing all labor, materials, equipment, permits, and incidentals necessary to perform all the work in accordance with the specifications outlined in the Landscape Maintenance section of this bid.

#### **2. DETAIL SCOPE / TECHNICAL SPECIFICATIONS**

- 2.1. In selecting a Proposer, the County will place emphasis on the experience of the Proposer and its assigned personnel in providing products and/or services on projects of similar nature and size. Provide and maintain adequate staff to oversee and manage the projects; Successfully complete the project within the approved schedule.
- 2.2. Comply with the contract documents and its general conditions.

#### **3. SECTION CHANGES**

- 3.1. Lee County may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.
- 3.2. Lee County, at their sole discretion, may add new sections or alter sections, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative, including new sections, which have been turned over to the County for maintenance.
- 3.3. Lee County reserves the right to add or delete services based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Lee County Representative.
- 3.4. The labor rate for any jobs above and beyond the pricing sheet will be negotiated between the awarded vendor and a county representative.

#### **4. TOLLS**

- 4.1. Lee County will not pay for or reimburse awarded vendors for any bridge tolls.

#### **5. EMERGENCY PHONE NUMBERS**

- 5.1. Provide to the County Representative a list of emergency phone numbers. Lee County requires that the awarded vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

#### **6. WORK SCHEDULE**

- 6.1. Provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as pruning, watering, litter removal, herbicide, mulching, mowing, and edging. Contact the County's representative and confirm the monthly work schedule. Contact the County Representative within 24 hours of schedule change.
- 6.2. The supervision of the performance of this bid is vested wholly with Lee County DOT. Lee County DOT will decide any and all questions, which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.
- 6.3. The contractor shall provide a video in color, the entire site prior to commencement of maintenance contract. Care must be taken to ensure that the site is adequately documented i.e., utility boxes, curbs, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This video will be used to resolve any

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disputes. In the event that the site is not properly documented, and an issue arises, it will be assumed the contractor's responsibility and shall be repaired at no cost to the County. Two copies shall be made, one for the contractor's file and the other to the County representative. Video shall be in the format that may be reviewed in any standard digital device without adaptation.

- 6.4. All vehicles and trailers shall have the contractor's name, license number, and business phone number clearly displayed during work hours.
- 6.5. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- 6.6. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor shall adhere to the applicable federal, state, and local laws, ordinances, and regulations. The Contractor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.).
- 6.7. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA).
- 6.8. Lee County DOT requires that mowing equipment have warning lights, or a strobe light installed and operating while in operation. Warning signs that read "Mowers Ahead" (shall be provided by the contractor) and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.
- 6.9. There shall be no lane closures during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. There shall be no lane closures between Thanksgiving and Easter unless approved by Lee County due to rush hour and tourist season.

## **7. REPORTING, INSPECTION AND CHECKLIST**

- 7.1. Onsite inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.
- 7.2. The Contractor shall meet with the County Representative on a set monthly schedule to discuss and remedy any field questions and or associated problems.

## **8. MAJOR BREAKDOWNS/EMERGENCY SERVICES**

- 8.1. Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency.

## **9. ASSIGNMENT OF THIS CONTRACT**

- 9.1. The Contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by the County Representative.

## **10. LANDSCAPE MAINTENANCE MATERIALS**

- 10.1. Water: Use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use County retention ponds as water source.
- 10.2. Replacement Plants: Conform to the type, species, Florida# 1 Grades and Standards and size to match existing plants. All replacement plants must have the prior written approval of the County's representative.
- 10.3. Mulch: Mulch shall be the same type and quality on site unless otherwise directed by County Representative. The use of Cypress mulch is prohibited by County Administration Code 5-9.

- 10.4. Herbicide: Use herbicides; post-emergent and pre-emergent, selective, or nonselective, contact, or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved. SDS sheets should be provided. Application of herbicides shall be done under supervision of an applicator licensed by the Florida Department of Agriculture and Consumer Affairs in either the Ornamental and Turf Natural Areas Weed Management or Right-of-Way categories. The license shall be available on site for inspection by County staff.

**11. LANDSCAPE MAINTENANCE**

- 11.1. Maintain all sod and plantings in a healthy, vigorous, and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period. Landscape maintenance contractor will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

**11.2. Edging:**

- 11.2.1. Edge every cycle. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, concrete and asphalt sidewalks and multi-use paths, walks, buildings, tree rings, or bed areas.

**11.3. Mowing:**

- 11.3.1. Mow all Bahia sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of twenty-four (24) cycles: biweekly in the peak growing months of March through November and at a 3-4 week frequency in the months of December through February, as needed to maintain an attractive, even sodded area, with the option of two (2) additional cycles for edging, mowing, Litter and Debris pick up, and weeding and weed control as needed. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain funny tubing and bubblers. Any irrigation equipment damaged by mowing or trimming will be repaired at the vendor's expense. Upon the discovery of any damaged irrigation parts or pieces due to the negligence of the contractor, the contractor will have 72 hours to affect these repairs upon notification from LCDOT. Failure to do so will allow LCDOT to have these repairs made and deducted from the contractor's next invoice. All trees and palms have at least 2 bubblers. Some special trees and palms have 3 bubblers. When making repairs to damaged irrigation parts the bubblers must have the same flow rate as the ones being replaced. HIT, Hunter, or Rainbird bubblers may be used as a replacement for the damaged bubblers. Select either a .25 GPM, .50 GPM, 1.0 GPM, or 2.0 GPM depending on what was damaged. If both bubblers were destroyed, find a tree or palm of the exact same type, and use the rate from that one for the damaged one. Irritrol 533 bubblers are expressly forbidden and will not be used for any tree or palm belonging to LCDOT.

- 11.3.2. Mowing wet grass or operating with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The county shall contact the Contractor a minimum of one

- 11.3.3. (1) week ahead of scheduled cycle for cancellation. If the Contractor feels that an extra mowing is warranted, please notify the County Representative immediately. Any extra mowing charges submitted without written prior approval will be denied.

**11.4. Litter Pick-up and Debris Removal:**

- 11.4.1. Clean-up all litter, palm fronds and dead plants and trees in all areas within the project's limits during each site visit. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Litter and debris shall be removed and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs. There will be no additional cost to Lee County for litter and debris disposal.

- 11.4.2. Litter and Debris is defined as foreign items within the limits of the project such as, but not limited to, palm fronds, dead plants and trees, paper, plastic, aluminum, metal, glass, and tires. etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household

appliances) within the limits of the project, the contractor is to contact the County Representative and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

**11.5. Mowing and Edging Clean-up:**

- 11.5.1. Roadway, Parking Lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways or on sidewalks. In accordance with the Lee County Fertilizer Best Management Practices (BMP) ordinance section 7, subsection G: grass clippings shall not be directed into storm drains, ditches, conveyances, water bodies, roadways, or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site.

**11.6. Weeding and Weed Control**

- 11.6.1. Landscaped beds and mulched areas shall be weed-free. Remove weeds and grasses, ferns, invasive plants, and vines (including strangler figs) from beds, around and near all signposts, utility poles, guy wires, benches, fence lines, guardrails, pump stations, or any other obstructions within the limits of the project. When mowing of sod falls within scope of service, all curbing, bull noses and gutter are to be weed-free. Weeding may be done by hand-pulling or chemically applied with selective herbicides. Apply spot treatments as necessary to control localized weed problems. Mulch transition zones must be maintained to no more than six inches (6") by the Contractor with the use of chemical herbicides. Weeds obtaining a height of six inches (6") shall be hand-pulled and disposed of offsite.

- 11.6.2. NOTE: IF A CONCRETE SIDEWALK, ASPHALT PATH, OR BULLNOSE AREA IS WITHIN YOUR AWARDED SECTION THAT AREA MUST BE KEPT WEED AND DEBRIS FREE. IF THIS AREA IS NOT MAINTAINED WE WILL DEDUCT PAYMENT FROM YOUR INVOICE.

**11.7. Disease and Insect Control:**

- 11.7.1. Disease and Insect control (on plants, shrubs, and trees) shall be addressed by the contractor as needed or requested by the County Representative. Control shall be addressed in a timely manner to control the infestation.

**11.8. Ant Control:**

- 11.8.1. Treat mounds as they appear. All inactive mounds shall be leveled to match existing grade.

**11.9. Tree staking and tree ring maintenance:**

- 11.9.1. Tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports, it shall be the contractor's responsibility to replace and/or make the necessary repairs at the contractor's cost. Staking shall be removed at the discretion of the County Representative. Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function or by irrigation washouts, at no additional cost to the County. Any trees or shrubs damaged from errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the cost of the Contractor.

**11.10. Fertilizing:**

- 11.10.1. Granular fertilizer with a formulation of 8-2-12-4 (100% slow-release N, K, and Mg) including micronutrients shall be applied at a rate 1.5 lbs. per 100 sq. ft. for trees and shrubs two times annually. Bahia sod will not be fertilized.

**11.11. Pruning:**

- 11.11.1. Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance.
- 11.11.2. In areas where plants have the potential to interfere with the driver's line of sight, plants shall be maintained to meet the requirements of FDOT Standards.

- 11.11.3. All sucker growth shall be removed during each visit. Do not apply Round-up (or equivalent) onto sucker growth on trees, suckers must be mechanically removed.
- 11.11.4. Date palms and paurotis palms: Remove dead fronds/canes, and seed pods annually.
- 11.11.5. Trees shall be structurally pruned annually to promote proper growth habits under the direction of an arborist certified by the International Society of Arboriculture, and at the discretion of the County Representative, per Best Management Practices and ISA Standards.
- 11.12. Ornamental Grass trimming:
  - 11.12.1. In general, ornamental grasses will be cut back once a year. In certain areas, ornamental grasses will be cut back multiple times per year to provide visual sight clearances and accessibility. The timing of the trimming will be coordinated between the awarded vendor and Lee County's County Representative.
- 11.13. Removal of Palm Fronds
  - 11.13.1. All Palm Fronds must be removed by the vendor each visit.
- 12. GUARANTEE AND REPLACEMENT
  - 12.1. When inspected landscape work does not comply with these Lee County requirements, the rejected work will be replaced within 7 calendar days or as directed by County representative. The County reserves the right to withhold and/or deny payment for work not being performed as scheduled and as specified in this agreement.
  - 12.2. If at any time trees, palms, ground covers, shrubs, sod and/or irrigation components are damaged or destroyed due to Contractor negligence or failure to adhere to the requirements of this agreement, it will be the Contractor's responsibility to replace and restore the site to the condition shown on the video tape. All replacement landscape material shall be of the same species and Florida Grades and Standard # 1 quality. Approved replacements shall be furnished and planted as specified at no additional cost to the County.
- 13. INVOICE
  - 13.1. All vendors are requested to mail one original invoice and one invoice copy to: Lee County Finance Department, P. O. Box 2238, Fort Myers, FL, 33902-2238. In addition, one invoice shall be emailed to the County Representative. Please make sure that the purchase order number is on the invoice, otherwise it can't be processed. Also, make sure you list the dates serviced.
  - 13.2. Invoice structure prices must match matches the pricing line items that were bid.
- 14. ATTACHMENTS
  - 14.1. Attachment A – Lee County Construction General Conditions

End of Detailed Specification



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

Posted Date: July 14, 2022

Solicitation No.: RFP220374DWJ

Solicitation Name: Landscape Maintenance for DOT

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.

## **REVISION:**


### **PRE-PROPOSAL MEETING RESCHEDULED**

**FROM: 7/29/2022 at 1:00 PM**

**TO: 7/28/2022 at 11:00 AM**

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.

  
Procurement Analyst David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management



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

**Posted Date:** August 1, 2022

**Solicitation No.:** RFP220374DWJ

**Solicitation Name:** Landscape Maintenance for DOT

**Subject:** Addendum Number 2

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

**1. ATTACHMENT: (2)**

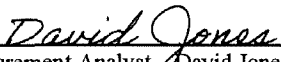
- **Proposal Tab RFP170225KLC**
- **Calculation Verification RFP170225KLC**

**2. QUESTIONS/ANSWERS**

1.	Please send me a copy of the last tabulation sheets received from all vendors for this project last time it was advertised and a copy of the current contract.
<b>Answer</b>	<b>See attached Proposal Tab RFP170225KLC and Calculation Verification RFP170225KLC. Additional contract documents may be found on our Annuals webpage per the following link:</b> <a href="https://www.lee.gov/procurement/projects/open-projects/project?fid=5901">https://www.lee.gov/procurement/projects/open-projects/project?fid=5901</a>
2.	Is there any irrigation involved with his project.
<b>Answer</b>	<b>No, irrigation is not part of the scope of work.</b>
3.	Is there a bond required for this project?
<b>Answer</b>	<b>No, there is no bond requirement for this project.</b>
4.	Is there a published estimated budget?
<b>Answer</b>	<b>Per 14.3 of the Terms and Conditions, Lee County will not reveal engineering or budget amounts for a project unless required by grant funding or unless it is in the best interest of the County.</b>
5.	Can you use Lee County references?
<b>Answer</b>	<b>Per Form 3 – Reference Survey Section 4, please submit non-Lee County employees as references.</b>
6.	Does the low bid determine the awarded bidder?
<b>Answer</b>	<b>This project seeks to award a Vendor based on the RFP Evaluation process as stated in item 22 of the Terms and Conditions.</b>

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.

  
Procurement Analyst David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management



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

Posted Date: August 12, 2022

Solicitation No.: RFP220374DWJ

Solicitation Name: Landscape Maintenance for DOT

Subject: Addendum Number 3

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

#### 1. UPDATED BID SCHEDULE

The Bid Schedule has been updated and a new Bid Schedule has been uploaded to the project webpage on the Lee County Procurement website.

Please ensure that your firm has downloaded the Bid Schedule and have been able to successfully use the Excel format. Any firm having compatibility issues or difficulty downloading the Bid Schedule needs to contact the Procurement Analyst for this project at their earliest convenience.

Do not wait until submission day to download! Procurement is not required to extend a closing due to Contractor delay or difficulty in receipt or download of documents.


Bidders MUST use the new Bid Schedule Excel form when submitting their bid. Failure to do so will result in Bidder being deemed non-responsive and therefore ineligible for award.

#### 2. ATTACHMENT: (2)


- Revised Bid Schedule Addendum 3

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.

  
Procurement Analyst David Jones  
Procurement Analyst Direct Line: 239-533-8864  
Lee County Procurement Management

## EXHIBIT B FEE SCHEDULE

	<b>PROCUREMENT MANAGEMENT DEPARTMENT BID/PROPOSAL FORM</b>				
<b>REVISED BID SCHEDULE - ADDENDUM 3</b>					
<b>COMPANY NAME:</b> P & T Lawn and Tractor Service, Inc.					
<b>SOLICITATION:</b> RFP220374DWJ - Landscape Maintenance for DOT					
<small>Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.</small>					
<b>PRICING</b> <small>Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).</small>					
<small>In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.</small>					
<small>The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.</small>					
<small>PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.</small>					
<b>Landscape Maintenance For DOT</b>					
<b>Task 1- Section 1</b>					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
A.	Summerlin/McGregor (Punta Rassa Rd. to Cypress Lake Dr.), Sanibel Toll Facility (landscape mowing and maintenance around building and retention pond on the south side of the road), Sanibel Island (Sextant to Bridge), Bass Rd. (Health Park to Library entrance north of Gladiolus Dr.), Winkler Rd. (Gladiolus Dr. to Kimberly Ter.), and Gladiolus Dr. (San Carlos Blvd. to U.S. 41)				
1	Edging	Each	24	\$ 5,012.00	\$ 120,288.00
2	Mowing	Each	24	\$ 5,012.00	\$ 120,288.00
3	Litter and Debris pick up	Each	24	\$ 5,012.00	\$ 120,288.00
4	Weeding and Weed Control	Each	24	\$ 5,012.00	\$ 120,288.00
5	Disease and Insect Control	Lump Sum	1	\$ 7,500.00	\$ 7,500.00
6	Fertilization (12,000 Twice Annually)	lbs.	24,000	\$ 0.90	\$ 21,600.00
7	Pruning				
a)	Sucker growth and line of sight	Each	24	\$ 2,000.00	\$ 48,000.00
b)	Date and Paurotis Palms	Each	1	\$ 11,200.00	\$ 11,200.00
c)	Structural Pruning	Each	1	\$ 36,500.00	\$ 36,500.00
d)	Ornamental Grasses	Each	2	\$ 100.00	\$ 200.00
Total for Section 1- A.					\$ 606,152.00
B.	Corkscrew Rd. (US 41 to Ben Hill Griffin Pkwy.), Three Oaks Pkwy. (Williams Rd. to Fiddlesticks canal)				
1	Edging	Each	24	\$ 1,000.00	\$ 24,000.00
2	Mowing	Each	24	\$ 4,410.00	\$ 105,840.00
3	Litter and Debris pick up	Each	24	\$ 1,000.00	\$ 24,000.00
4	Weeding and Weed Control	Each	24	\$ 1,000.00	\$ 24,000.00
5	Disease and Insect Control	Lump Sum	1	\$ 1,500.00	\$ 1,500.00
6	Fertilization (5,000 Twice Annually)	lbs.	10,000	\$ 0.90	\$ 9,000.00
7	Pruning				
a)	Sucker growth and line of sight	Each	24	\$ 1,410.00	\$ 33,840.00
b)	Date and Paurotis Palms	Each	1	\$ 7,460.00	\$ 7,460.00
c)	Structural Pruning	Each	1	\$ 12,500.00	\$ 12,500.00
d)	Ornamental Grasses	Each	2	\$ 45.00	\$ 90.00

Total for Section 1- B.						\$	242,230.00
C.	McGregor Blvd. (San Carlos Blvd. to Cypress Lake Dr., excluding Gulf Harbor landscape, to begin approximately 2023)						
1	Edging	Each	24	\$	400.00	\$	9,600.00
2	Mowing	Each	24	\$	700.00	\$	16,800.00
3	Litter and Debris pick up	Each	24	\$	369.00	\$	8,856.00
4	Weeding and Weed Control	Each	24	\$	270.00	\$	6,480.00
5	Disease and Insect Control	Lump Sum	1	\$	375.00	\$	375.00
6	Fertilization (1,000 Twice Annually)	lbs.	2,000	\$	0.90	\$	1,800.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	25.00	\$	600.00
b)	Structural Pruning	Each	1	\$	900.00	\$	900.00
Total for Section 1-C.						\$	45,411.00
D.	US 41 (Vintage Pkwy. to Daniels Pkwy.)						
1	Edging	Each	24	\$	1,999.20	\$	47,980.80
2	Mowing	Each	24	\$	1,999.20	\$	47,980.80
2b	Extra Floretam mows	Each	12	\$	950.00	\$	11,400.00
3	Litter and Debris pick up	Each	24	\$	1,999.20	\$	47,980.80
4	Weeding and Weed Control	Each	24	\$	1,999.20	\$	47,980.80
5	Disease and Insect Control	Lump Sum	1	\$	6,000.00	\$	6,000.00
6	Fertilization (3,000 Twice Annually)	lbs.	6,000	\$	0.90	\$	5,400.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	1,999.20	\$	47,980.80
b)	Date and Paurotis Palms	Each	1		0.00		0.00
c)	Structural Pruning	Each	1	\$	2,100.00	\$	2,100.00
d)	Ornamental Grasses	Each	2	\$	1,800.00	\$	3,600.00
Total for Section 1-D.						\$	268,404.00
E.	Allico Rd (US 41 to Ben Hill Griffin Pkwy.), Michael G. Rippe Pkwy. berm						
1	Edging	Each	24	\$	784.00	\$	18,816.00
2	Mowing	Each	24	\$	784.00	\$	18,816.00
2b	Extra Floretam mows	Each	12	\$	390.00	\$	4,680.00
3	Litter and Debris pick up	Each	24	\$	784.00	\$	18,816.00
4	Weeding and Weed Control	Each	24	\$	784.00	\$	18,816.00
5	Disease and Insect Control	Lump Sum	1	\$	1,500.00	\$	1,500.00
6	Fertilization (1,500 Twice Annually)	lbs.	3,000	\$	0.90	\$	2,700.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	784.00	\$	18,816.00
b)	Structural Pruning	Each	1	\$	18,816.00	\$	18,816.00
c)	Ornamental Grasses	Each	2	\$	4,500.00	\$	9,000.00
Total for Section 1-E.						\$	130,776.00
F.	Allico Rd. (Ben Hill Griffin Pkwy. to east of Airport Haul Rd. (to begin at the end of CIP maintenance, approximately 2023))						
1	Edging	Each	24	\$	980.00	\$	23,520.00
2	Mowing	Each	24	\$	980.00	\$	23,520.00
3	Litter and Debris pick up	Each	24	\$	980.00	\$	23,520.00

4	Weeding and Weed Control	Each	24	\$ 980.00	\$ 23,520.00
5	Disease and Insect Control	Lump Sum	1	\$ 750.00	\$ 750.00
6	Fertilization (600 Twice Annually)	lbs.	1,200	\$ 0.90	\$ 1,080.00
7	Pruning				
a)	Sucker growth and line of sight	Each	24	\$ 980.00	\$ 23,520.00
b)	Structural Pruning	Each	1	\$ 1,100.00	\$ 1,100.00
c)	Ornamental Grasses	Each	2	\$ 5,980.00	\$ 11,960.00
Total for Section 1-F.					\$ 132,490.00
G.	Treeline Ave./Ben Hill Griffin Pkwy. (Daniels Pkwy. to Corkscrew Rd.), Estero Pkwy. Ext. (Three Oaks Pkwy. to Ben Hill Griffin Pkwy.)				
1	Edging	Each	24	\$ 1,519.00	\$ 36,456.00
2	Mowing	Each	24	\$ 1,519.00	\$ 36,456.00
3	Litter and Debris pick up	Each	24	\$ 1,519.00	\$ 36,456.00
4	Weeding and Weed Control	Each	24	\$ 1,519.00	\$ 36,456.00
5	Disease and Insect Control	Lump Sum	1	\$ 3,000.00	\$ 3,000.00
6	Fertilization (4,750 Twice Annually)	lbs.	9,500	\$ 0.90	\$ 8,550.00
7	Pruning				
a)	Sucker growth and line of sight	Each	24	\$ 1,519.00	\$ 36,456.00
b)	Structural Pruning	Each	1	\$ 4,000.00	\$ 4,000.00
c)	Ornamental Grasses	Each	2	\$ 800.00	\$ 1,600.00
Total for Section 1-G.					\$ 199,430.00
H.	Hickory Blvd./Bonita Beach Rd. (Big Hickory Bridge to beginning of roundabout maintenance at Logan Blvd.), Vanderbilt Dr. (Bonita Beach Rd. to approximately 600 ft. south), Imperial Pkwy. (Bonita Beach Rd to Collier County Line), Imperial Pkwy. (Bonita Bill St. to East Terry St.)				
1	Edging	Each	24	\$ 1,724.00	\$ 41,376.00
2	Mowing	Each	24	\$ 1,724.00	\$ 41,376.00
2b	Extra Floretam mows	Each	24	\$ 100.00	\$ 2,400.00
3	Litter and Debris pick up	Each	24	\$ 1,724.00	\$ 41,376.00
4	Weeding and Weed Control	Each	24	\$ 1,724.00	\$ 41,376.00
5	Disease and Insect Control	Lump Sum	1	\$ 3,000.00	\$ 3,000.00
6	Fertilization (5,500 Twice Annually)	lbs.	11,000	\$ 0.90	\$ 9,900.00
7	Pruning				
a)	Sucker growth and line of sight	Each	24	\$ 1,724.00	\$ 41,376.00
b)	Date and Paurotis Palms	Each	1	\$ 1,530.00	\$ 1,530.00
c)	Structural Pruning	Each	1	\$ 13,875.00	\$ 13,875.00
d)	Ornamental Grasses	Each	2	\$ 200.00	\$ 400.00
Total for Section 1-H.					\$ 237,985.00
I.	College Pkwy. (McGregor Overpass to US 41), Cypress Lake Dr. (McGregor Blvd. to US 41), Overlook Dr. (Cypress Lake Dr. to Knollwood Rd.) Camelot Dr. (McGregor Blvd. to South Pointe Blvd.), Fiesta Way, (Cypress Lake Dr. to Lake McGregor Dr.), Lake McGregor Dr. (McGregor Blvd. to Fiesta Way) Winkler Rd. (College Pkwy. to Cypress Lake Dr., including one median north of College Pkwy. and one median south of Cypress Lake Dr., and Myerlee Country Club Blvd. (Winkler Rd to Cul de Sac)				
1	Edging	Each	24	\$ 901.00	\$ 21,624.00
2	Mowing	Each	24	\$ 901.00	\$ 21,624.00
2b	Extra Floretam mows	Each	12	\$ 75.00	\$ 900.00
3	Litter and Debris pick up	Each	24	\$ 901.00	\$ 21,624.00
4	Weeding and Weed Control	Each	24	\$ 901.00	\$ 21,624.00
5	Disease and Insect Control	Lump Sum	1	\$ 900.00	\$ 900.00

6	Fertilization (1,600 Twice Annually)	lbs.	3,200	\$ 0.90	\$ 2,880.00
7	Pruning				
a)	Sucker growth and line of sight	Each	24	\$ 901.00	\$ 21,624.00
b)	Structural Pruning	Each	1	\$ 3,250.00	\$ 3,250.00
c)	Ornamental Grasses	Each	2	0.00	0.00
Total for Section 1-I.					\$ 116,050.00
J.	Daniels Pkwy. (US 41 to east of Gateway Blvd.), Six Mile Cypress Pkwy. (Daniels Pkwy. To Metro Pkwy.)				
1	Edging	Each	24	\$ 2,156.00	\$ 51,744.00
2	Mowing	Each	24	\$ 2,156.00	\$ 51,744.00
3	Litter and Debris pick up	Each	24	\$ 2,156.00	\$ 51,744.00
4	Weeding and Weed Control	Each	24	\$ 2,156.00	\$ 51,744.00
5	Disease and Insect Control	Lump Sum	1	\$ 3,750.00	\$ 3,750.00
6	Fertilization (5,000 Twice Annually)	lbs.	10,000	\$ 0.90	\$ 9,000.00
7	Pruning				
a)	Sucker growth and line of sight	Each	24	\$ 2,156.00	\$ 51,744.00
b)	Date and Purotis Palms	Each	1	\$ 1,900.00	\$ 1,900.00
c)	Structural Pruning	Each	1	\$ 5,650.00	\$ 5,650.00
Total for Section 1-J.					\$ 279,020.00
SUBTOTAL: Section 1					\$ 2,257,948.00
Task 2- Section 2					
A.	Six Mile Cypress Pkwy. (Colonial Blvd. to Daniels Pkwy.), Ortiz/Hanson roundabout (roundabout maintenance and roadsides approximately 1700 ft. north on Ortiz and approximately 1200 ft. south on Ortiz.)				
1	Edging	Each	24	\$ 1,180.00	\$ 28,320.00
2	Mowing	Each	24	\$ 3,000.00	\$ 72,000.00
3	Litter and Debris pick up	Each	24	\$ 910.00	\$ 21,840.00
4	Weeding and Weed Control	Each	24	\$ 300.00	\$ 7,200.00
5	Disease and Insect Control	Lump Sum	1	\$ 300.00	\$ 300.00
6	Fertilization (1,500 Twice Annually)	lbs.	3,000	\$ 0.90	\$ 2,700.00
7	Pruning				
a)	Sucker growth and line of sight	Each	24	0.00	0.00
b)	Structural Pruning	Each	1	\$ 10,500.00	\$ 10,500.00
Total for Section 2-A.					\$ 142,860.00
B.	Homestead Rd. (approximately 300 ft. south of Sunrise Blvd. to Pinewood Blvd. to begin at the end of CIP Maintenance, approximately end of 2023)				
1	Edging	Each	24	\$ 300.00	\$ 7,200.00
2	Mowing	Each	24	\$ 300.00	\$ 7,200.00
3	Litter and Debris pick up	Each	24	\$ 190.00	\$ 4,560.00
4	Weeding and Weed Control	Each	24	\$ 190.00	\$ 4,560.00
5	Disease and Insect Control	Lump Sum	1	\$ 25.00	\$ 25.00
6	Fertilization (600 Twice Annually)	lbs.	1,200	\$ 0.90	\$ 1,080.00
7	Pruning				
a)	Sucker growth and line of sight	Each	1	0.00	0.00
b)	Structural Pruning	Each	1	\$ 525.00	\$ 525.00

Total for Section 2-B					\$	25,150.00
C.	Beth Stacey/Business Way roundabout, Sunshine/23rd roundabout, and Gunnery Rd. (Lee Blvd. to SR 82)					
1	Edging	Each	24	\$	539.00	\$ 12,936.00
2	Mowing	Each	24	\$	539.00	\$ 12,936.00
3	Litter and Debris pick up	Each	24	\$	539.00	\$ 12,936.00
4	Weeding and Weed Control	Each	24	\$	539.00	\$ 12,936.00
5	Disease and Insect Control	Lump Sum	1	\$	500.00	\$ 500.00
6	Fertilization (1,200 Twice Annually)	lbs.	2,400	\$	0.90	\$ 2,160.00
7	Pruning					
a)	Sucker growth and line of sight	Each	24	\$	25.00	\$ 600.00
b)	Date and Paurotis Palms	Each	1	\$	4,000.00	\$ 4,000.00
c)	Structural Pruning	Each	1	\$	3,200.00	\$ 3,200.00
Total for Section 2-C.					\$	62,204.00
D.	Colonial Blvd. (US 41 to McGregor Blvd.), San Marcos Ave., Vietnam Veterans Park, Twin Palm Dr. (McGregor Blvd. to W. Riverside Dr.), Hopedale Dr. (Twin Palm Dr. to Donna Dr.), and Donna Dr. (McGregor Blvd. to W. Riverside Dr.)					
1	Edging	Each	24	\$	843.00	\$ 20,232.00
2	Mowing	Each	24	\$	843.00	\$ 20,232.00
2b	Extra Floretam mows	Each	12	\$	200.00	\$ 2,400.00
3	Litter and Debris pick up	Each	24	\$	843.00	\$ 20,232.00
4	Weeding and Weed Control	Each	24	\$	843.00	\$ 20,232.00
5	Disease and Insect Control	Lump Sum	1	\$	625.00	\$ 625.00
6	Fertilization (1,000 Twice Annually)	lbs.	2,000	\$	0.90	\$ 1,800.00
7	Pruning					
a)	Sucker growth and line of sight	Each	24	\$	843.00	\$ 20,232.00
b)	Structural Pruning	Each	1	\$	100.00	\$ 100.00
Total for Section 2-D.					\$	106,085.00
E.	Plantation Ext. (Colonial Blvd. to Idlewild Dr. including lot at north east corner of Idlewild and Plantation), Plantation/Crystal roundabout (roundabout maintenance and roadsides approximately 300 ft. in all directions)					
1	Edging	Each	24	\$	245.00	\$ 5,880.00
2	Mowing	Each	24	\$	245.00	\$ 5,880.00
3	Litter and Debris pick up	Each	24	\$	245.00	\$ 5,880.00
4	Weeding and Weed Control	Each	24	\$	245.00	\$ 5,880.00
5	Disease and Insect Control	Lump Sum	1	\$	225.00	\$ 225.00
6	Fertilization (425 Twice Annually)	lbs.	850	\$	0.90	\$ 765.00
7	Pruning					
a)	Sucker growth and line of sight	Each	24	\$	245.00	\$ 5,880.00
b)	Date and Paurotis Palms	Each	1		0.00	0.00
c)	Structural Pruning	Each	1	\$	600.00	\$ 600.00
Total for Section 2-E.					\$	30,990.00
F.	US 41 (Boy Scout Dr. to Daniels Pkwy.), Fowler St. Ext. (Colonial Blvd. to US 41), Woodland Blvd. (US 41 to east of Chatham St.), Summerlin Rd. (Colonial Blvd. to Cypress Lake Dr.)					
1	Edging	Each	24	\$	1,020.00	\$ 24,480.00
2	Mowing	Each	24	\$	1,020.00	\$ 24,480.00
2b	Extra Floretam mows	Each	12	\$	100.00	\$ 1,200.00

3	Litter and Debris pick up	Each	24	\$	1,020.00	\$	24,480.00
4	Weeding and Weed Control	Each	24	\$	1,020.00	\$	24,480.00
5	Disease and Insect Control	Lump Sum	1	\$	3,000.00	\$	3,000.00
6	Fertilization (1,300 Twice Annually)	lbs.	2,600	\$	0.90	\$	2,340.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	1,020.00	\$	24,480.00
b)	Date and Purotis Palms	Each	1	\$	425.00	\$	425.00
c)	Structural Pruning	Each	1	\$	8,400.00	\$	8,400.00
d)	Ornamental Grasses	Each	2	\$	588.00	\$	1,176.00
Total for Section 2-F.							\$ 138,941.00
G.	Treeline Ave. (South of Pelican Preserve to Daniels Pkwy.), Colonial Blvd. (Six Mile Slough to SR 82)						
1	Edging	Each	24	\$	960.00	\$	23,040.00
2	Mowing	Each	24	\$	960.00	\$	23,040.00
3	Litter and Debris pick up	Each	24	\$	960.00	\$	23,040.00
4	Weeding and Weed Control	Each	24	\$	960.00	\$	23,040.00
5	Disease and Insect Control	Lump Sum	1	\$	625.00	\$	625.00
6	Fertilization (2,000 Twice Annually)	lbs.	4,000	\$	0.90	\$	3,600.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	960.00	\$	23,040.00
b)	Structural Pruning	Each	1	\$	10,700.00	\$	10,700.00
c)	Ornamental Grasses	Each	2	\$	200.00	\$	400.00
Total for Section 2-G.							\$ 130,525.00
H.	SR 80/Palm Beach Blvd. (Prospect Ave. to Hickey Creek (Cook Rd.))						
1	Edging	Each	24	\$	1,960.00	\$	47,040.00
2	Mowing	Each	24	\$	1,960.00	\$	47,040.00
3	Litter and Debris pick up	Each	24	\$	1,960.00	\$	47,040.00
4	Weeding and Weed Control	Each	24	\$	1,960.00	\$	47,040.00
5	Disease and Insect Control	Lump Sum	1	\$	2,250.00	\$	2,250.00
6	Fertilization (5,500 Twice Annually)	lbs.	11,000	\$	0.90	\$	9,900.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	1,960.00	\$	47,040.00
b)	Structural Pruning	Each	1	\$	9,000.00	\$	9,000.00
c)	Ornamental Grasses	Each	2	\$	200.00	\$	400.00
Total for Section 2-H.							\$ 256,750.00
I.	Lee Blvd. (SR 82 to Williams Ave.) and Leeland Hgts. (Homestead Rd to Lee Blvd.)						
1	Edging	Each	24	\$	1,176.00	\$	28,224.00
2	Mowing	Each	24	\$	1,176.00	\$	28,224.00
3	Litter and Debris pick up	Each	24	\$	1,176.00	\$	28,224.00
4	Weeding and Weed Control	Each	24	\$	1,176.00	\$	28,224.00
5	Disease and Insect Control	Lump Sum	1	\$	450.00	\$	450.00
6	Fertilization (2,000 Twice Annually)	lbs.	4000	\$	0.90	\$	3,600.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	1,176.00	\$	28,224.00

b)	Structural Pruning		1	\$	9,500.00	\$	9,500.00
c)	Ornamental Grasses		2		0.00		0.00
Total for Section 2-I						\$	154,670.00
J.	McGregor Blvd. (North of Davis Rd. to Cypress Lake Dr., both sides) and San Carlos Blvd. (Kelley Rd. to San Carlos/Summerlin overpass), weekly <u>Royal</u> palm pick up						
1	McGregor Blvd. (North of Davis Rd. to Cypress Lake Dr. (Both sides)	Each	52	\$	882.00	\$	45,864.00
2	San Carlos Blvd. (Kelley Rd. to San Carlos Overpass (Summerlin Rd.)	Each	52	\$	882.00	\$	45,864.00
Total for Section 2-J						\$	91,728.00
SUBTOTAL: SECTION 2						\$	1,139,903.00
<b>Task 3- Section 3</b>							
A.	Cape Coral Pkwy. (foot of Cape Coral Bridge to Del Prado Blvd.), Del Prado Blvd. (Cape Coral Pkwy. to Pine Island Rd.), Hancock Bridge Pkwy. (Del Prado Blvd. to SE 24th Ave.)						
1	Edging	Each	24	\$	1,764.00	\$	42,336.00
2	Mowing	Each	24	\$	1,764.00	\$	42,336.00
2b	Extra Floretam mows	Each	12	\$	980.00	\$	11,760.00
3	Litter and Debris pick up	Each	24	\$	1,764.00	\$	42,336.00
4	Weeding and Weed Control	Each	24	\$	1,764.00	\$	42,336.00
5	Disease and Insect Control	Lump Sum	1	\$	3,000.00	\$	3,000.00
6	Fertilization (3,000 Twice Annually)	lbs.	6,000	\$	0.90	\$	5,400.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	1,764.00	\$	42,336.00
b)	Structural Pruning	Each	1	\$	2,900.00	\$	2,900.00
c)	Ornamental Grasses	Each	2	\$	630.00	\$	1,260.00
Total for Section 3-A.						\$	236,000.00
B.	US 41 (Caloosahatchee River to Charlotte County Line), Del Prado Ext. (medians east of US 41), and Littleton/Corbett roundabout, (NE 24th Ave to approximately 300 ft. east of the roundabout including the retention pond southeast of the roundabout)						
1	Edging	Each	24	\$	2,254.00	\$	54,096.00
2	Mowing	Each	24	\$	2,254.00	\$	54,096.00
2b	Extra Floretam mows	Each	12	\$	490.00	\$	5,880.00
3	Litter and Debris pick up	Each	24	\$	2,254.00	\$	54,096.00
4	Weeding and Weed Control	Each	25	\$	2,254.00	\$	54,096.00
5	Disease and Insect Control	Lump Sum	1	\$	3,000.00	\$	3,000.00
6	Fertilization (4,000 Twice Annually)	lbs.	8,000	\$	0.90	\$	7,200.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	2,254.00	\$	54,096.00
b)	Date and Paurotis Palms	Each	1	\$	12,800.00	\$	12,800.00
c)	Structural Pruning	Each	1	\$	3,500.00	\$	3,500.00
d)	Ornamental Grasses	Each	2	\$	9,000.00	\$	18,000.00
Total for Section 3-B.						\$	320,860.00
C.	North Key Dr. (US 41 to end of County Maintenance), Hancock Bridge Pkwy. (SE 24th Ave. to US 41), Orange Grove Blvd. (Pondella Rd. to end of County Maintenance)						
1	Edging	Each	24	\$	431.00	\$	10,344.00
2	Mowing	Each	24	\$	431.00	\$	10,344.00

3	Litter and Debris pick up	Each	24	\$	431.00	\$	10,344.00
4	Weeding and Weed Control	Each	24	\$	431.00	\$	10,344.00
5	Disease and Insect Control	Lump Sum	1	\$	250.00	\$	250.00
6	Fertilization (1,500 Twice Annually)	lbs.	3,000	\$	0.90	\$	2,700.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	631.00	\$	15,144.00
b)	Structural Pruning	Each	1	\$	600.00	\$	600.00
c)	Ornamental Grasses	Each	2	\$	200.00	\$	400.00
Total for Section 3-C.						\$	60,470.00
D.	Bayshore Rd./NE Pine Island Rd. (FDOT Operations center to Pritchett Pkwy.), Business 41 (Littleton Rd to SR 78), Edison Bridge, and New Post Dr. (Bayshore Rd. to End of County Maintenance sign or where Private road begins)						
1	Edging	Each	24	\$	2,156.00	\$	51,744.00
2	Mowing	Each	24	\$	2,156.00	\$	51,744.00
3	Litter and Debris pick up	Each	24	\$	2,156.00	\$	51,744.00
4	Weeding and Weed Control	Each	24	\$	2,156.00	\$	51,744.00
5	Disease and Insect Control	Lump Sum	1	\$	375.00	\$	375.00
6	Fertilization (5,000 Twice Annually)	lbs.	10,000	\$	0.90	\$	9,000.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	2,156.00	\$	51,744.00
b)	Structural Pruning	Each	1	\$	20,600.00	\$	20,600.00
Total for Section 3-D.						\$	288,695.00
E.	Veterans Pkwy. (Caloosahatchee River to Pine Island Rd. including 14 lots, 4 ponds and a 3 ft. path behind wall on the south side of Veterans Pkwy. from where Rubican Canal goes under Veterans Pkwy. to SE 15th Pl. (4 times annually))						
1	Edging	Each	24	\$	3,578.00	\$	85,872.00
2	Mowing	Each	24	\$	3,578.00	\$	85,872.00
3	Litter and Debris pick up	Each	24	\$	3,578.00	\$	85,872.00
4	Weeding and Weed Control	Each	24	\$	3,578.00	\$	85,872.00
5	Disease and Insect Control	Lump Sum	1	\$	750.00	\$	750.00
6	Fertilization (9,025 Twice Annually)	lbs.	18,050	\$	0.90	\$	16,245.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	3,578.00	\$	85,872.00
b)	Date and Paurotis Palms	Each	1	\$	300.00	\$	300.00
c)	Structural Pruning	Each	1	\$	31,000.00	\$	31,000.00
Total for Section 3-E.						\$	477,655.00
F.	Burnt Store Rd. (Pine Island Rd. to Dellah Dr.) to begin at end of CIP project						
1	Edging	Each	24	\$	1,176.00	\$	28,224.00
2	Mowing	Each	24	\$	1,176.00	\$	28,224.00
3	Litter and Debris pick up	Each	24	\$	1,176.00	\$	28,224.00
4	Weeding and Weed Control	Each	24	\$	1,176.00	\$	28,224.00
5	Disease and Insect Control	Lump Sum	1	\$	300.00	\$	300.00
6	Fertilization (2,000 Twice Annually)	lbs.	4,000	\$	0.90	\$	3,600.00
7	Pruning						
a)	Sucker growth and line of sight	Each	24	\$	1,176.00	\$	28,224.00
d)	Structural Pruning	Each	1	\$	1,250.00	\$	1,250.00

Total for Section 3-F.					\$	146,270.00
SUBTOTAL: SECTION 3					\$	1,529,950.00
ALTERNATE: ADDITIONAL CYCLES FOR ALL SECTIONS						
1	Edging	Each	2	\$	36,057.20	\$ 72,114.40
2	Mowing	Each	2	\$	41,587.20	\$ 83,174.40
3	Border mowing	Each	2	\$	3,285.00	\$ 6,570.00
4	Litter and Debris pick up	Each	2	\$	35,646.20	\$ 71,292.40
5	Weeding and weed control	Each	2	\$	34,937.20	\$ 69,874.40
					\$	303,025.60
PROJECT TOTAL						
PROJECT TOTAL BID					\$	5,230,826.60
*** Quantities are not guaranteed. Final payment will be based on actual quantities.						
PROJECT TOTAL BID: Five Million, Two Hundred and Thirty Thousand, Eight Hundred and Twenty-Six Dollars and Sixty Cents						
(Use Words to Write Total)						
(OPTIONAL) MISCELLANEOUS						
1	Labor rate per hour for miscellaneous landscape tasks per person	Per hour	1		\$	85.00
2	Labor rate per eight (8) hour day for miscellaneous landscape tasks per person	Per Day	1		\$	680.00
3	Labor rate per hour for weekend miscellaneous landscape tasks per person	Per hour	1		\$	170.00
4	Holiday labor rate per hour per person	Per hour	1		\$	170.00
5	Overtime labor rate per hour per person	Per hour	1		\$	127.50
6	Replacement of plants, trees, and shrubs*					
	A.	Plants % Mark-Up				35%
	B.	Shrubs % Mark-Up				35%
	C.	Trees % Mark-Up				35%
*	Contractor shall be required to supply a copy of all receipts for plant, shrubs, trees, fertilizer for verification of the price or quantity to the County.					
*	Any other miscellaneous supplies that are needed pricing will be negotiated with the contractor.					

## 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."*



**Verification of Coverage:**

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

- a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902**

- b. ***"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.***

**Special Requirements:**

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

**EXHIBIT D**  
**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND  
SCREENING AFFIDAVIT**

Florida Statutes Chapter 435 governs required background screenings for any employees, contractors, subcontractors, or agents of the Vendor who will have contact with any vulnerable person, as defined by statute, or who otherwise are required to undergo a Level 1 or Level 2 background screening in accordance with Florida law.

The Vendor is responsible for ensuring that such required background screenings are conducted in accordance with Florida Statutes Chapter 435. Documentation of such completed background screenings must be maintained for a period of no less than five (5) years and are subject to audit by Lee County at any time during such five (5) year period.

**Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit.** I further understand that there may be additional local, state, and federal regulations that may require background screening, and that the Vendor will be solely responsible for complying with such legal requirements. Furthermore, the Vendor shall indemnify and hold Lee County harmless from any and all claims or actions resulting from failure to comply with this affidavit.

Date: 10/19/2022

Teena Zielinski  
Signature

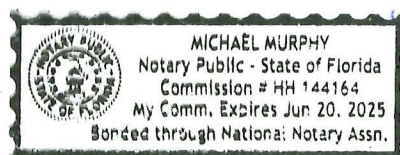
STATE OF Florida  
COUNTY OF Lee

Teena Zielinski, President  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 19<sup>th</sup> day of October, 2022, 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: Personally known to me.

Type of Identification

[Stamp/seal required]



Michael Murphy  
Signature, Notary Public