

**AGREEMENT FOR
ATHLETIC TURF MAINTENANCE AND RECONSTRUCTION - ANNUAL**

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 JSM Services, Inc., a Florida corporation, whose address is 414 Lake Millsite Rd., Bartow, FL 33830, and whose federal tax identification number is 59-3444761, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase athletic turf maintenance and reconstruction from the Vendor in connection with "Athletic Turf Maintenance and Reconstruction" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP180313KLC on September 28, 2018 (the "Solicitation"); and,

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

WHEREAS, the County posted a Notice of Intended Decision on November 6, 2018

WHEREAS, the Vendor has reviewed the services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such 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 in accordance with the Detailed Specifications of the Solicitation, a photocopy of said section made part of this Agreement as Exhibit A, Scope of Services, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. RFP180313KLC, 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 for a period of two (2) years. The Agreement may be renewed for up to three (3) additional one (1) year periods upon the mutual written

agreement of the parties. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.

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

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to the Solicitation No. RFP180313KLC, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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+ Class VII 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, publicrecords@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.

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.

- 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 fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.

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

XIV. STOP WORK ORDER

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

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

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

XV. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

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

such provision or provisions or of its right thereafter to enforce each and every such provision.

- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. 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:		County's Representatives:		
Name:	<u>James W. Stamps Jr</u>	Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>6141 Hamilton Dr.</u> <u>Fort Myers, FL 33905</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-850-8025</u>	Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>863-533-6852</u>	Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</u>
E-mail:	<u>Jstamps3@jmserviceinc.com</u>	E-Mail:	<u>rdesjarlais@leegov.com</u>	<u>mtucker@leegov.com</u>

- I. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- J. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- K. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. Solicitation No. RFP180313KLC

4. Vendor's Submittal in Response to the Solicitation No. RFP180313KLC

[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: *Sandra Ryan*
Print Name: Sandra Ryan

JSM SERVICES, INC.

Signed By: *J.W. Stamps Jr.*
Print Name: J.W. Stamps Jr.
Title: President
Date: 11/7/18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *Larry L...*
CHAIR
DATE: 11/29/18

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: *Joyce Townsend*
DEPUTY CLERK

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

BY: *Laura Chuck Line*
OFFICE OF THE COUNTY ATTORNEY



EXHIBIT A SCOPE OF SERVICES

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR RFP180313KLC

Athletic Turf Maintenance and Reconstruction - Annual

1. GENERAL SCOPE OF PROJECT

The intent of this RFP is to establish a contract for Athletic Turf maintenance and reconstruction for Lee County Parks and Recreation.

The awarded vendor will be responsible for the fertilization, weed and vegetation control, pest control, aeration, verticutting, thatching, laser leveling for proper drainage, rotolairon, deep tine aeration, turf reconstruction as directed, and the overall appearance of Lee County athletic turf at the locations detailed herein. This includes the expense of furnishing all fertilizers and chemicals and equipment. The County may remain responsible for those maintenance functions not solicited by this contract.

Examples of functions remaining within the responsibility of the County may include mowing and irrigation.

NOTE: There may be some exceptions to the above at the City of Palms Park, Terry Park, the CenturyLink Sports Complex, the Player Development Complex and the Jet Blue Stadium. This will be determined by the site supervisor.

NOTE: There will be no charge to Lee County Parks for any work that has to be re-scheduled.

2. PROJECT TERM

Multi-year Renewals: The successful Proposer shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for a two-year (2) period. There may be an option to extend this contract as specified in the Scope of Work or specifications upon the approval of both the County and the successful Proposer at the time of extension or renewal for three (3), additional one (1) year periods.

3. BOND/SURETY (CONSTRUCTION)

Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.

Bid Bond/Security: The Proposer shall submit **not less than 5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Bond/Security is to be submitted to the County with Proposal Submission. The Bid Security of the Proposer will be retained until the Proposer has executed the contract, whereupon the Bid security may be returned. The bid Security of the Proposer whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the effective date of the Agreement/Contract, whereupon Bid Securities furnished by the Proposer may be returned. The following types of Bid Security are acceptable:

A Certified Check or a Cashier's Check in the stated dollar amount of not less than 5% of proposed dollar amount. Any Certified Check or Cashier Check submitted in lieu of a Bid Bond Shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or

A Bid Bond may be submitted on a Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than 5% of proposed dollar amount (including Alternate(s) if applicable) shall accompany each Proposal. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of state

Payment and Performance Bond: In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful Proposer. This shall insure the faithful

performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful Proposer's performance under such Contract.

A public Payment and Performance bond must be properly executed, by the Surety Company and successful Proposer, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.

A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.

Only Lee County form(s) may be accepted. Forms are available at <https://www.lee.gov/procurement/forms>.

Personal Checks are not acceptable to Lee County as a Bid Security.

Surety: In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents.

The surety company shall be authorized to do business and in good standing with the Florida Department of State.

All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

4. CONSUMER PRICE INDEX ADJUSTMENT

Rates may increase annually to a maximum of 4% or per the CPI Index, whichever is less. The CPI Index to be utilized shall be the CPI-All Urban Consumers, Series ID CUUR0000SA0, Not Seasonally Adjusted (NSA); https://data.bls.gov/timeseries/CUUR0000SA0?output_view=pct_12mths. The month applicable shall be the third month prior to renewal or anniversary of contract and the year applicable shall be the current year in which the request is being made. The request to increase rates must be made in writing to the Lee County Procurement Management Department and supported by detailed justification which warrants the requested increase. The Consultant shall submit its written request at least (60) calendar days prior to the renewal date / anniversary of the agreement in order for a request to be considered by the County. The County shall review the Consultant's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase. Failure by the Consultant to request an increase in rates in accordance with these terms shall result in the continuation of the rates contained in the agreement until the next scheduled rate increase request date. If the request is not made within the timeframe specified above, an increase for that year will be forfeited.

5. EXAMINATION OF SITES/FACILITIES

It is the vendor's responsibility to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities.

Note: Failure to visually inspect the facilities may be cause for disqualification of your bid.

Lee County suggests that vendors visit the sites of work and acquaint themselves with the conditions, as they exist and the operations to be carried out. Vendors shall make investigations as they may see fit so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under this RFP.

Prior to start-up with Lee County the awarded vendor will go on a site visit with a County representative to each location to clearly delineate sites to be treated, boundaries, etc.

Any questions that may arise during the course of the work should be addressed to the County representative.

NOTE: Failure by the vendor(s) to inspect all sites does not relieve you of your responsibilities as defined under this quotation.

6. DESIGNATED CONTACT PERSON

The awarded vendor shall appoint a person or persons to act as a primary contact with Lee County. This person or backup shall be able to speak and understand English and readily available 24 X 7 by e-mail and telephone or in person, and shall be knowledgeable of the terms and procedures involved.

The supervisors must be able to meet with County Representative at any time within a 2 hour time frame to discuss or view operations of the vendor's staff.

In each district there may be a designee responsible for daily cooperation and signing of any documentation. Communication between the awarded vendor and the designated County representative must be acknowledged. Fax transmission and e-mail is acceptable, but only if acknowledgment of receipt is made. It will be the responsibility of the awarded vendor to ensure that such communication is made to the County representative in any case where coordination of efforts is required. Examples of such coordination is the application of materials by the vendor. Areas requiring watering and/or other such materials. Activity may require a cessation of mowing activity by the County. It will also be the responsibility of the vendor to notify the County in writing of any cultural practices of the County that is leading to problem situations for which the vendor will ultimately be held responsible. Similarly, if the County wishes to engage in a practice that would affect the vendor, such as seasonal overseeding, it is the responsibility of the County representative to notify the vendor in writing. Other examples of County responsibility would include notifying the vendor of disruption of such normal maintenance functions as mowing or irrigation. In every case in which a subjective judgment is required to determine whether a course of action is needed or not, the final arbiter will be the County representative.

7. TURF MAINTENANCE

A proposal is desired that will reflect three levels of maintenance. These maintenance levels will be "AVERAGE DEMAND", "HIGH DEMAND" and "PROFESSIONAL STADIUM FIELDS". A list of the sites and a designation of their acreage into "AVERAGE DEMAND", "HIGH DEMAND" and "PROFESSIONAL STADIUM FIELDS" maintenance is as follows:

SITE	AVERAGE DEMAND	HIGH DEMAND	PROFESSIONAL STADIUM FIELDS
1. ALVA COMMUNITY PARK	3		
2. BAYSHORE ELEMENTRY SOCCER		10	
3. BROOKS PARK		4.5	
4. BUCKINGHAM COMMUNITY PARK		11	
5. City of Palms		6	
6. Cypress Lake High School		3.5	
7. Estero Community Park & High School Field	13	13.5	
8. Five Plex		15	
9. Hancock Community Park	7.5		
10. Harlem Heights	1.5		
11. Jet Blue Stadium		18	3

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12. Jet Blue Soccer		21	
13. Judd Park	1		
14. Kelly Road		18.5	
15. Lakes Park	3		
16. CenturyLink Sports Complex		20	3
17. Lehigh Acres Community Park		9.5	
18. Lehigh Acres Middle School		9	
19. North Fort Myers Park		10	
20. Phillips Park	1		
21. Pine Island Elementary	2		
22. Riverdale High School	5.5		
23. Rutenburg Community Park		9	
24. San Carlos Elementary	3.5		
25. Schandler Hall	1.5		
26. Tanglewood Elementary		4	
27. Terry Park		10	
28. Three Oaks Park		10	
29. Veterans Community Park	3.5	7.5	
30. Veterans Middle School		2	
31. Villas Elementary		4	
32. Wa-Ke Hatchee Soccer		2	
33. Wa-Ke Hatchee Park		1.5	
34. North Fort Myers Academy of the Arts		4	
TOTAL	46	223.5	6

A. "Average Demand"(Attachment A) minimum standards are:

A minimum of 12 monthly inspection visits by the vendor and a site representative, if available, at each park within the districts, which includes written, signed inspection reports. Please check Attachment A for an "Average Demand" checklist. Please consult with site supervisor concerning the application of fertilizers, weed control, vegetation control and pest control.

8. FERTILIZATION

Fertilization visits will include application of at least 50% sulfur coated, dry, granular, balanced fertilizer see "Average Demand" list (Attachment A). The fertilizer applications are expected to follow the written application schedule furnished for each site as a minimum standard. The vendor must specifically agree to follow the County worksheet; a copy of the application schedule is attached to the RFP, Attachment A. All fertilizer must be accounted for prior to each

application. Applications to all infields shall be made with a walk behind spreader and overlapping on baselines and aprons. Any fertilizer that gets on concrete or asphalt will be blown off.

Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or it needs to be removed from the site.

9. WEED CONTROL (TURF AREAS)

A pre-emergent weed-control herbicide is to be applied 2 times per year.

All rates must be curative and follow up applications shall be made according to the label of approved herbicide used. Each application shall be documented with rates used and a follow-up schedule signed and turned over to site representative and copied to Lee County Representative. Each site will be core-aerated by the vendor prior to this application. Post emergent weed control will be done at least three times with follow up applications as required, some areas may be wall to wall treatment. All liquid applications must have indicator dye when spot spraying. The vendor must use a herbicide as listed on Attachment D and/or approved by the County representative. Fields should be 98 – 100% weed free at all times.

Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide. Vendor should communicate with site supervisors about not cutting fields before or after spraying either by putting it on the schedule or an email. Vendor shall also communicate with site supervisors if spraying has to be rescheduled for some reason.

10. VEGETATION CONTROL

It is the intent of this RFP to obtain a vendor to control weeds in such a manner as would be done by a County pesticide applicator in the entire site of the detailed list of athletic turf locations. Such weed control would include, as a minimum, the application of an approved non-selective, post-emergent herbicide in a mix with pre-emergent herbicide to a band 12 inches wide along the base of both sides of all chain-link fences or any perimeter fencing located on site, a minimum of ten (10) times per year. Such herbicide application would also be made to the ground areas under bleachers and also to such locations as would require "trim" mowing if the area does not receive a herbicide application. These areas include, but are not necessarily limited to, around poles, drinking fountains, tree wells, warning tracks, clay infields, unpaved roads, plaza, sidewalks including the cracks in the sidewalk and concrete areas.

Any exotic vegetation including but not limited to Palm shoots must be part of this control and treated as needed.

Note: Please note that weed control needs to be applied to the entire site.

11. PEST CONTROL

Mole cricket control will consist of a preventive application in approximately April and August, depending on testing and weather, covering the entire fields with approved pesticide (Top Choice) (Attachment D), including approximately 10' outside of playing surface, warning tracks, and clay areas. Further follow-up applications are the responsibility of the vendor and will be made as needed without hesitation. The need for treatment will be determined by the results of a soap test, or at any time as requested by the County representative. Control of other insects will be as needed or as determined by the site representative and / or the vendor (including periodic sod removal to test for white grubs). Disease and fungus control and detection are the responsibility of the vendor and will be done immediately without hesitation as needed by the vendor or as requested by the site representative. **The awarded vendor is responsible for correcting any damage resulting from insect or fungal activities during contract period up to and including removal and replacement of damaged turf with new turf at no additional charge upon notification by a Lee County representative at the discretion of the site representative and the Parks and Recreation Director. (Note: awarded vendor will not be responsible for pre-existing damage.)** The vendor must use approved pesticides for mole cricket control, preventively and on-going. All rates must be curative and documented. A copy of documentation and/or schedule shall be provided to the site representative and copied to the Lee County representative (Attachment E).

It is the intent of this RFP to obtain a vendor to control fire ants in a preventive manner, so as to obviate the need for treatment of individual mounds. It is required that a broadcast treatment of "Top Choice" insect growth regulator be

made 2 times per year (no substitutes unless approval is made by the County Representative). Amdro mound treatments are to be made at the request of the site representative. Other methods or products may be used that are equally efficient and acceptable to the County representative. The vendor must state what methods will be used to assure fire ant control. Any change in chemicals requires Lee County Representative's approval.

B. "High Demand Maintenance"(Attachment B) minimum standards are:

Weekly inspection visits must be made by the vendor and a site representative, if available, at each park within the districts, which includes written, signed inspection reports.

Please check Attachment B for a "High Demand Maintenance" checklist. Please consult with site supervisor concerning the application of fertilizers, weed control, vegetation control and pest control.

12. FERTILIZATION

At least 12 minimum fertilization visits, each of which will include application of a 50% sulfur coated, dry, granular, and balanced fertilizer see "High Demand Maintenance" list (Attachment B). The fertilizer applications are expected to follow the written application schedule furnished for each site as a minimum standard. All infield applications shall be made with a walk behind spreader and overlapping on baselines and aprons. All products must be accounted for before each application. Any fertilizer that gets on concrete or asphalt shall be blown off.

Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or it needs to be removed from the site.

13. WEED CONTROL (TURF AREAS)

A pre-emergent weed-control herbicide is to be applied 2 times per year.

All rates must be curative and follow up applications shall be made according to the label of approved herbicide used. Each application shall be documented with rates used and a follow-up schedule signed and turned over to site representative and copied to Lee County Representative. Each site will be core-aerated by the vendor prior to this application. Post emergent weed control will be done at least three times with follow up applications as required, some areas may be wall to wall treatment. All liquid applications must have indicator dye when spot spraying. The vendor must use a herbicide as listed on Attachment D and/or approved by the County representative.

The vendor must consult with the site supervisor before applying any pre-emergent herbicide to the City of Palms Park, Terry Park, the CenturyLink Sports Complex, the Player Development Complex and Jet Blue Park. All other areas will receive the pre-emergent herbicide application and core aeration. These sites will be determined by the site supervisor. The awarded vendor will be immediately responsible for all post emergent weed control and at the request of the site representative. The vendor must use approved herbicides and the approved method of application. Fields should be 99 – 100% weed free at all times.

Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide. Vendor should communicate with site supervisors about not cutting fields before or after spraying either by putting it on the schedule or an email. Vendor should also communicate with site supervisors if spraying has to be rescheduled for some reason.

14. VEGETATION CONTROL

It is the intent of this RFP to obtain a vendor to control weeds in such a manner as would be done by a County pesticide applicator in the entire site of the detailed list of athletic turf locations. Such weed control would include, as a minimum, the application of an approved non-selective, post-emergent herbicide in a mix with pre-emergent herbicide to a band 12 inches wide along the base of both sides of the chain-link fences or any perimeter fencing located on site, a minimum of ten (10) times per year. Such herbicide application would also be made to the ground areas under bleachers and also to such locations as would require "trim" mowing if the area does not receive a herbicide application. These areas include,

but are not necessarily limited to, around poles, drinking fountains, tree wells, warning tracks, clay infields, unpaved roads, plaza, sidewalks including the cracks in the sidewalk and concrete areas.

Any exotic vegetation including but not limited to Palm shoots must be part of this control and treated as needed.

Note: Please note that weed control needs to be applied to the entire site.

15. PEST CONTROL

Mole cricket control will consist of a preventive application approximately in April and August depending on weather, testing and scheduled events, covering entire fields with approved pesticide (Attachment D) Top Choice, including approximately 10' outside of playing surface, warning tracks, and clay areas. "Preventive application will consist of applying an insecticide having residual properties such as to target early stages of the mole cricket life cycle over a period of time." Further follow-up applications are the responsibility of the vendor and will be made immediately without hesitation as needed. The need for treatment will be determined by the results of a soap test, or at any time as requested by the County or site representative. Control of other insects will be as needed or as determined by the site representative and /or the vendor, (including periodic sod removal to test for white grubs).

The awarded vendor is responsible for detecting and immediately correcting any damage resulting from insect or fungal activities, up to and including removal and replacement of damaged turf with new turf at no additional charge upon notification by a Lee County representative at the discretion of the site representative and the Parks and Recreation Director. (Note: awarded vendor will not be responsible for pre-existing damage.) The vendor must use approved pesticides mole cricket control, preventively and on-going. All rates must be curative and documented; copy of documentation shall be supplied to the site representative and copied to the Lee County representative (Attachment E).

It is the intent of this RFP to obtain a vendor to control fire ants in a preventive manner, so as to obviate the need for treatment of individual mounds. It is required that a broadcast treatment of "Top Choice" insect growth regulator be made 2 times per year (no substitutes unless approval is made by the County Representative). Andro mound treatments are to be made at the request of the site representative. Other methods or products may be used that are equally efficient and acceptable to the County representative. The vendor must state what methods will be used to assure fire ant control. A change in chemicals requires Lee County Representative's approval.

C. "Professional Stadium Maintenance" (Attachment C) minimum standards are:

Weekly inspection visits must be made by the vendor and a site representative, if available, at each park within the districts, which includes written, signed inspection reports. Please check Attachment C for a "Professional Stadium Maintenance" checklist. There should be no questions about these two fields looking their best at all times. Some wear and tear is understandable. Please consult with site supervisor concerning the application of fertilizers, weed control, vegetation control and pest control.

16. FERTILIZATION

Site representatives will accompany the vendor for scouting of the entire area, at least weekly, as requested by the Lee County representative at any time. At least 24 to 48 fertilization visits, each of which will include application of a 50% sulfur coated, dry, granular, and balanced fertilizer see "Professional Stadium Maintenance" list (Attachment C). The fertilizer applications are expected to follow the written application schedule furnished for each site as a minimum standard. All infield applications shall be made with a walk behind spreader and overlapping on baselines and aprons. All products must be accounted for before each application. Any fertilizer that gets on concrete or asphalt must be blown off.

Note: If fertilizer is delivered to the site make sure all fertilizer is applied within 72 hours or it needs to be removed from the site.

17. WEED CONTROL (TURF AREAS)

The vendor must consult with the site supervisor before applying any pre-emergent herbicide to the CenturyLink Sports Complex(Hammond Stadium) and Jet Blue Park (Fenway South). All other areas will receive the pre-emergent herbicide application and core aeration. These sites will be determined by the site supervisor. The awarded vendor will be immediately responsible for all post emergent weed control and at the request of the site representative. The vendor must use approved herbicides and the approved method of application. Fields should be 99 – 100% weed free at all times.

Note: No spraying of weeds on grass playing surfaces will be permitted using Round-Up or any other non-selective herbicide. Vendor should communicate with site supervisors about not cutting fields before or after spraying either by putting it on the schedule or an email. Vendor shall also communicate with site supervisors if spraying has to be rescheduled for some reason.

18. VEGETATION CONTROL

It is the intent of this RFP to obtain a vendor to control weeds in such a manner as would be done by a County pesticide applicator in the entire site of the detailed list of athletic turf locations. Such weed control would include, as a minimum, the application of an approved non-selective, post-emergent herbicide in a mix with pre-emergent herbicide to a band 12 inches wide along both sides of the base of all chain-link fences or any perimeter fencing located on site, a minimum of twelve (12) times per year. Such herbicide application would also be made to the ground areas under bleachers and also to such locations as would require "trim" mowing if the area does not receive a herbicide application. These areas include, but are not necessarily limited to, around poles, drinking fountains, tree wells, warning tracks, clay infields, unpaved roads, plaza, sidewalks including the cracks in the sidewalk and concrete areas.

Any exotic vegetation including but not limited to Palm shoots must be part of this control and treated as needed.

Note: Please note that weed control needs to be applied to the entire site.

19. PEST CONTROL

Mole cricket control will consist of a preventive application approximately in April and August depending on weather, testing and scheduled events, covering entire fields with approved pesticide (Attachment D) Top Choice, including approximately 10' outside of playing surfaced, warning tracks, and clay areas. "Preventive application will consist of applying an insecticide having residual properties such as to target early stages of the mole cricket life cycle over a period of time." Further follow-up applications are the responsibility of the vendor and will be made immediately without hesitation as needed. The need for treatment will be determined by the results of a soap test, or at any time as requested by the County or site representative. Control of other insects will be as needed or as determined by the site representative and or the vendor, (including periodic sod removal to test for white grubs).

The awarded vendor is responsible for detecting and immediately correcting any damage resulting from insect or fungal activities, up to and including removal and replacement of damaged turf with new turf at no additional charge upon notification by a Lee County representative at the discretion of the site representative and the Parks and Recreation Director. (Note: awarded vendor will not be responsible for pre-existing damage.) The vendor must use approved pesticides mole cricket control, preventively and on-going. All rates must be curative and documented; copy of documentation shall be supplied to the site representative and copied to the Lee County representative (Attachment E).

It is the intent of this RFP to obtain a vendor to control fire ants in a preventive manner, so as to obviate the need for treatment of individual mounds. It is required that a broadcast treatment of "Top Choice" insect growth regulator be made 2 times per year (no substitutes unless approval is made by the County Representative). Amdro mound treatments are to be made at the request of the site representative. Other methods or products may be used that are equally efficient and acceptable to the County representative. The vendor must state what methods will be used to assure fire ant control. Any change in chemicals requires Lee County Representative approval.

20. TURF RECONSTRUCTION

Reconstruct turf back to its natural state. Re-sod using Certified Bermuda 419 or Certified Celebration sod, Tif Tuff or Premier, or any new type of sod as determined by the Lee County Representative and replace soil where needed. Sod should be rolled sod unless the Lee County Representative determined differently. Sod must be in excellent shape or the Lee County site representative may deny it. If determined unusable by the Lee County site representative the county will not be liable to pay for that sod. A Lee County site representative will determine any repairs or if the job is acceptable. It will be the Lee County site representative decision as to what will be replaced if needed. No sod pieces shall be smaller than 12' x 12". Sod should be cut with a knob cutter and drill for all the sprinkler heads. If a different type of sod is needed the County representative will negotiate the price with the vendor or reserve the right to supply the sod. For large areas, it may require laser grading as determined by a County Representative. Each project should be priced as a turnkey project. This includes but not limited to hauling dirt, laser-grading, raking, etc. To be determined and negotiated between the county representative and the vendor.

If the turf is damaged due to vendor error or neglect, the vendor must reconstruct the turf back to its natural state. Re-sod using Certified Bermuda 419 or rolled Certified Celebration sod, Tif Tuff, Premier or what is present at that time, (which will be determined by a County Representative) and replace soil where needed at no charge to the Lee County. If a different type of sod is needed the County Representative will negotiate the price with the vendor or reserve the right to supply the sod. For large areas, it may require laser grading as determined by a County Representative.

21. WORKMANSHIP AND INSPECTION

The supervision of the performance of this RFP is vested wholly with Lee County Parks and Recreation. Lee County Parks and Recreation will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and as to the manner of performance and rate of progress of the work.

All work, including required documentation, that does not meet the specifications must be corrected before Lee County will give approval for payment.

22. SUPERVISION AND SAFETY

The vendor shall be responsible for the supervision and direction of the work performed by his employees.

The vendor shall be responsible for instructing his employees in all safety measures. All equipment used by the awarded vendor shall be maintained in safe operating condition at all times, and be free from defects or wear which may in any way constitute a hazard to any person or persons on County property. All electrical equipment will be properly grounded. All employees will wear proper personal protective equipment while working on County premises.

Lee County reserves the right to stop any work practices, procedures, etc. it deems to be unsafe at any time.

23. TOLLS

Lee County is aware that vendors may have to pay tolls as part of their work performed under this contract. Vendors will be responsible for ALL tolls incurred while doing work under this contract. The County will not lift, suspend or pay for any tolls.

24. CLASSES FOR PARKS MAINTENANCE STAFF

The vendor will be required to offer at least two classes for the Parks maintenance staff per year, to update them on new products, mowing turf, watering etc.

25. NO SUBCONTRACTORS

The use of subcontractors will not be allowed at anytime or for any purpose under this RFP with the exception of Specialized/Restricted treatments such as Nematode treatment, etc. with the approval of Lee County. The County takes great pride in our playing fields so certain standards and qualifications must be met by the vendor to properly maintain them.

Note: This could be cause for dismissal.

26. LEE COUNTY RESERVES THE RIGHT

Lee County may, at their sole discretion, add or delete area locations – or change the status of maintenance (average demand, high demand or professional stadium fields) at any time throughout the term of the agreement (price to be adjusted).

Lee County may, at their sole discretion, add new maintenance areas of dissimilar nature, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative.

Lee County may change the number or types of service that are required to be performed at each field.

Lee County may add or delete services based on a mutually agreed price to be negotiated between the vendor and an authorized Lee County representative.

27. VENDOR REQUIREMENTS

The following minimum standards are what the Lee County representative will expect, but in case of any dispute, the final result will be the course of action recommended by the County representative. The County expects the quality of the Facilities to be maintained at a high standard. Minimum standards that we require are provided to maintain these levels.

The awarded vendor must specifically agree to follow the County worksheet per park for average demand, high demand or professional stadium field's care; a copy of this application schedule is attached to the RFP (Attachment A, Attachment B and Attachment C). The awarded vendor, without hesitation, will supply and make application of amendments, such as iron, potassium, fungicides, herbicide or any other product and rates as needed/as determined by the County representative, during the course of the year, to present the best appearing turf. All applications will be coordinated with the Lee County representative who may request applications be done in the evening or early (pre-dawn) morning to accommodate scheduling or optimal use of product. After hours applications and weekends may be required. From May until October all liquid applications must be made by 9:00am.

The following information is to be furnished to the Lee County representative and site representative (see Attachments A, B, C, D, E and F):

1. After each fertilizer application, totals applied and rate of application.
2. After each pesticide application, totals applied and rate of application.
3. Any observations of abnormal conditions.
4. All chemicals and fertilizer amounts and rates must be verified and signed off by a designated Lee County representative on the County supplied form only.
5. Provide a written schedule of dates and times the Friday prior to the upcoming week of, when the vendor will be on site at the park facility.
6. Must make contact with site supervisor or County Representative upon completion of work to give a verbal report – such as need to water in and keep people off.

Note: A soil test is required annually and can be done during the months of March thru June under all three plans. Soil test results need to be sent to the "County Representative."

28. SERVICE CALLS

If callbacks are necessary, the awarded Vendor shall perform service calls within twenty-four (24) hours after receipt of notice of a problem.

In the event a problem arises that is determined to be an "emergency" by the Parks and Recreation Director, or designee, the awarded Vendor agrees to respond within two (2) hours of notification.

Service calls shall be handled at no additional cost to Lee County.

29. INVOICING

The awarded vendor is required to prepare invoices indicating the park location and the purchase order number. Please include the Item number, pricing as listed on the price sheets and a brief description of what is being done.

30. MAJOR BREAKDOWNS/NATURAL DISASTERS

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.

31. OPTION A - AERIFICATION

In the space provided on the Proposal Form, please provide your cost per acre for aerification (any location). A County representative and vendor will determine the type of aerification, type and size of tines, depth, and spacing.

Standard Aerification shall be 4-5" depth.

Deep Tine - Please provide your cost per acre for Deep Tine Aerification a specialized aerification method to be used on heavily used fields/areas that receive the most compaction. Deep tine can be done from a 6" to 13" depth; standard aerification is 4 to 5" depth. Deep tine aerification relieves severe compaction and promotes turf growth. The county representative will determine the depth of the deep tine aerification.

Pro Core Aerification: County representative and vendor should determine Tines, spacing and depth. Depth will be 1 "to 5" and spacing 1.5" to 3".

Shockwave Aerification: County representative and vendor should determine Shockwave Aerification- Depth.

Vendor may be asked to drag or pick up cores if needed.

32. OPTION B - VERTICUTTING

In the space provided on the Proposal Form, please provide your cost per acre for verticutting (any location). After verticutting all excess clippings must be removed from the area. Remove the clippings from the fields and leave them in the designated area.

33. OPTION C - FERTILIZATION

In the space provided on the Proposal Form, please provide your cost per acre for fertilizing (either the County will supply or the vendor will supply the fertilizer) (any location including labor) using either hand spreading or tractor spreading. Fertilizer blend will be determined between county representative and the vendor. Fertilizer that gets on concrete or asphalt should be blown off before watering.

34. OPTION D – SOD

In the space provided on the Proposal Form, please provide your cost per square foot for laying sod (any location labor and material for rolled sod or by the pallet for Certified Bermuda 419 or Certified Celebration, Premier, Tif Tuff, or any new sod type that Lee County may want to use.).

Sod work will be turnkey or may be just sod purchased by the roll or pallet and laid by county staff. Any additional work will be negotiated with Lee County installed .

35. OPTION E – SPRIGGING

800 Bushels per acre installed. Any additional work will be negotiated with Lee County.

36. OPTION F – ANT CONTROL

In the space provided on the Proposal Form, please provide your cost per acre for ant control (any location labor and material) using Top Choice and/or Amdro both tractor spread and hand spread.

37. OPTION G – GRANULAR IRON TREATMENTS

In the space provided on the Proposal Form, please provide your cost per acre for iron treatments (any location labor and material) using both tractor spreading and hand spreading.

38. OPTION H – SPRAYING LIQUID IRON

In the space provided on the Proposal form, please provide your cost per acre to spray liquid iron. Vendor will supply labor and material. Vendor will work with site supervisor to determine type of iron to use.

39. OPTION I – TREATING FOR NEMATODES

In the space provided on the Proposal form, please provide your cost per acre to apply Curfew. Since this is a restricted pesticide we will allow only this application to be subcontracted. It is up to the awarded vendor to make sure the subcontractor has the appropriate license and certification from Dow Chemical to apply this chemical. All licenses and certifications must be presented to the County representative for approval before any applications can be applied. This can change depending on new products. County representative needs to approve before any changes are made.

40. OPTION J – SPRAYING FOR FUNGUS, WEEDS AND OR INSECTS

In the space provided on the Proposal form, please provide your cost per acre to spray (any location labor and material or labor with the County supplying the material).

41. OPTION K – DUAL RECEIVER LASER GRADING

Provide your cost per acre and per field for Laser grading which promotes drainage and safe playability during all seasons.

42. OPTION L – PRIMO TREATMENT

To help slow horizontal growth and promote lateral growth. Only to be used on 419 Bermuda Turf unless the site supervisor and the vendor agree upon using on different turf.

43. OPTION M – SOD TO SPRIG

This cutting sod and turning it in to sprigs to repair fields -- this should be a turn key package from install to grown in and fields should be playable when done.

44. OPTION N - TOP DRESSING

Please provide the necessary equipment to load and disperse sand to the turf areas. The County will provide the sand.

45. OPTION O – ROTA DAIRON (REVERSE TILL)

Please provide your cost per acre and per infield for Rota Dairon (reverse till). This will be part of the laser grading but also may need in other situations such as areas that need sod work.

46. OPTION P- FRAZE MOWING

The depth will be determined by the vendor and the county representative. Helps level field areas and promotes growth. This will be a turnkey project with the mowing and clean up.

47. OPTION Q - FLORENTINE TREATMENT

Vendor will supply labor and material. Florentine has Largo, Calspra Mg, Propel, Power 4-4-16 , Uflexx and Ultra Iron .

48. OPTION R - ORGANO TREATMENT

Vendor will supply labor and material.

49. OPTION S -- MOWING FIELDS

Using reel mower- Height of cut will be determined by the site supervisor and vendor representative. Reels must be sharp and properly adjusted. Price per acre. Price negotiable depending on acreage.

50. OPTION T – WETTING AGENT

Vendor will supply labor and materials, include pricing for liquid and granular. Granular will be put down with a walk spreader on infield, sidelines and apron. Tractor and hopper can spread outfield.

51. OPTION U - RECYCLE DRESSING

The Recycling Dresser aerates the underlying soil vertically and horizontally, removing soil from the root-zone and re-distributing it across the playing surface. Layering and compaction are eliminated, biological activity increased and existing fertilizers in the soil are better utilized. The Recycling Dresser reduces the amount of new top-dressing required, therefore saving labor and material costs and promoting sustainable maintenance. Vendor will supply labor.

LIST OF CHEMICALS

Please provide MSD Sheets on each chemical you use to the County.

Acidiphlow	Monument
Aquiflo Plus	Methelayed Seed Oil
Advion Insect Granules	Nimitz G

Armada 50 WDG	Non-Ionic Spreader/Sticker
Award	Pendulum 3.3 EC
Banner	Pendulum Aquacap
Barricado	Pillar G
Basagram T&O	Primo
Bifen	Princep 4L T&O
Blindside	Pro Sedge
Celsius WG	Revolver
Certainty	Ronstar
Chipeo Choice	Round -up Pro
Cornerstone Plus	Sedge Hammer
Criterion	Sencor 75 T&O
Curfew	Sevin SL
Drive	Shredder Amine 4L
Drive XLR8	Spectacle Flo
Floratine Products	Spectacle Total
Focus	Speedzone Southern
Garlon	Subdue
Gravity	Surflan
Heritage	Suregard
Indemnify	Talstar
Katana	Terrazole
Launch	Top Choice
Lesco Tracker	Transit GTA
Lesco Wet	Tribute Total
Liquid Iron	Tri-Mec Classic
Manor	Xonerate WDG

Note: This is the current list of chemicals that may be used on our athletic turf areas. As newer products become available they can be added to the list. All chemicals must be approved by the Parks and Recreation Representative, any substitutions or changes without permission are grounds for immediate dismissal.

End of Special Conditions Section

37. SPECIAL CONDITIONS

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

1. VENDOR BACKGROUND SCREENING REQUIREMENTS

Some of the Counties' "fields" are associated with schools, parks, etc. In order for anyone to work in these areas they must comply with the background screening. The awarded vendor will be required to perform background checks on all employees that will be working, in the County's facilities. The results of the background checks will be provided to County Procurement within thirty days of award of the contract. Background checks on any new employees hired during the term of the contract must be performed immediately and provided to County Procurement before the employee will be allowed to work in the County's facility.

Based on these background checks, the County reserves the right to ask the vendor to refrain from having an employee work on this contract or in or around County facility.

If the awarded vendor does not comply at all times with the security check procedure, it may be grounds for termination.

Any charges incurred for these background checks are the sole responsibility of the Vendor.

End of Special Conditions



Procurement Management Department
 1500 Monroe Street 4th Floor
 Fort Myers, FL 33901
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 Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: October 16, 2018

Solicitation No.: RFP180313KLC

Solicitation Name: Athletic Turf Maintenance and Reconstruction - Annual

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.

NOTE: FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.

1. New Proposal Form – Attachment Form 1a (pages 42A, 43A and 44 A)
2. Addition of Performance and Payment Bonds form

1.	Page 17 - #3Bond/Surety (Construction) – Is there a Bid Bond or Performance Bond?
Answer	Required pursuant to Page 17, Item #3 See Form 9 – Bid Bond See new attachment – Performance and Payment Bond

2.	Page 21 - #10 - Vegetation Control- "Entire Site"- Does this include Bahia areas that are mowed by outside contractors?
Answer	Page 21, Item #10, Page 23, Item #14 and Page 24, Item #18: Vegetation control is for the entire site including the Bahia areas that are mowed by outside contractors.

3.	Page 29 - #47 Option Q- Floratine Treatment Rate?
Answer	Floratine treatment rate is a combined package of Largo .5 gal/A, Calspira Mg. .5gal/A, Power 4-4-16 .5 gal/A, Propel 1 gal/A and Ultra Iron 4 gal/A

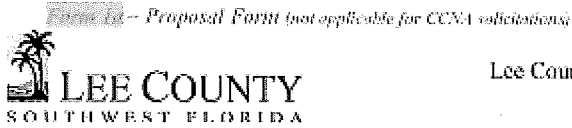
4.	Page 29- #48 Option R- Organo Treatment Rate?
Answer	Organo treatment rate is cost by the ton per acre plus labor.

5.	Page 42-Proposal Form- Times per year- Professional Stadium Fields- 24?
Answer	Changed times per year to 24. Replace form 1a with pages 42A, 43A and 44A.
6.	Are there standards for Aerification, Verti-cutting and Deeptime for the monthly scheduled work?
Answer	See page 27, Item 31, Option A Aerification. Page 27, Item 32, Option B – Verticutting: Verticutting Standards: 1/4" to 1/2" depth with 2" spacing to include vendor cleaning up clippings and dumping on site. Deep-Fine Aerification: 6" to 8" depth up to 11" with 2" spacing.

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.

Kathy Casarillo
 Procurement Analyst
 Lee County Procurement Management



Lee County Procurement Management
PROPOSAL FORM

Company Name: _____

Solicitation # RFP180313KLC Solicitation Name Athletic Turf Maintenance and Reconstruction - Annual

Having carefully examined the "Terms and Conditions", and the "Detailed Specifications", all of which are contained herein, propose to furnish the following which meet these specifications.
Multi-year and Renewals

The successful proposer shall be responsible for furnishing and delivering to the Lee County requesting Department commodity or services on an "as needed basis for a two-year (2) period or as specified in the Scope of Work as per specifications. There will be an option to extend this contract as specified in the Scope of Work or specification upon approval of both the County and the vendor at the time of the extension or renewal.

Please include this page with your submission package.

Item #	Description	Total number of Acres	Cost Per Acre Per Month	Times Per Year	Total Annual Cost
1.	Average Demand Maintenance	46		12	
2.	High Demand Maintenance	223.5		12	
3.	Professional Stadium Fields	6		12	
Grand Total (Item's 1, 2 and 3)					

Amount Written _____

Options	Description	Unit of Measure	Cost
Option A	Aerification		
1.	Standard	Per Acre	
2.	Deep Tine	Per Acre	
3.	Pro Core	Per Acre	
4.	Shockwave	Per Acre	
5.	Drag cores in	Per Acre	
6.	Pick up cores	Per Acre	
7.	Flag sprinkler Heads and remove flags	Per Field	
Option B	Verticutting	Per Acre	
1.	Vacuum	Per Acre	
2.	Flag Sprinkler Heads and remove flags	Per Field	
Option C**	Fertilizing (labor only)		
1.	Hand Spreading	Per Acre	
2.	Tractor Spreading	Per Acre	

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Option D*	Sod (419, Celebration, Premier, Tif Tuf, etc.)		
1.	Rolled Sod certified Bermuda 419	Per Square Foot	
2.	Certified Bermuda 419 by the pallet	Per Pallet	
3.	Rolled certified celebration Sod	Per Square Foot	
4.	Certified Celebration by the pallet	Per Pallet	
5.	Rolled Premier Sod	Per Square Foot	
6.	Certified Premier Sod by the pallet	Per Pallet	
7.	Rolled Tif Tuf Sod	Per Square Foot	
8.	Certified Tif Tuf Sod by the Pallet	Per Pallet	
Option E	Sprigging – 800 Bushels Per Acre Installed		
1.	Bermuda 419	Per Acre	
2.	Celebration	Per Acre	
3.	Premier	Per Acre	
4.	Tif Tuf	Per Acre	
Option F	Ant Control (Labor and materials)		
1.	Amdro – Tractor spread	Per Acre	
2.	Amdro – Hand Spread	Per Acre	
3.	Top Choice – Tractor Spread	Per Acre	
4.	Top Choice – Hand Spread	Per Acre	
Option G	Granular Iron Treatments (Labor and Material)		
1.	Tractor Spread	Per Acre	
2.	Hand Spread	Per Acre	
Option H	Spraying Liquid Iron (12-00)		
1.	Material and Labor	Per Acre	
2.	Labor Only	Per Acre	
Option I	Treating for Nematodes (Using Curfew)		
1.	Labor and Material	Per Acre	
Option J	Spraying for Fungus, Weeds and Insects		
1.	Labor and Material (Supplied By Vendor)	Per Acre	
2.	Labor Only	Per Acre	
Option K	Dual Receiver Laser Grading		

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1.	Dual Receiver Laser Grading	Per Acre	
2.	Dual Receiver Laser Grading	Per Infield	
Option L	Primo Treatment	Per Acre	
Option M	Sod to Sprig	Per Acre	
Option N	Top Dressing (Labor only - County will provide Sand.	Per Load of Sand	
Option O	RotaDairon (Reverse Till)		
1.	RotaDairon (Reverse Till)	Per Acre	
2.	RotaDairon (Reverse Till)	Per Infield	
Option P	Fraze Mowing	Per Acre	
Option Q	Florentine Treatment (Labor and Material)	Per Acre	
Option R	Organo Treatment (Labor and Material)	Per Acre	
1.	Labor and Material	Per Acre	
Option S	Mowing Fields with reel mower (negotiable Depending on amount of acreage)	Per Acre	
Option T	Wetting Agent (Labor and Material)		
1.	Granular Infield - sidelines and apron will be walked with hand spreader. Outfields can be done with tractor and hopper.	Per Acre	
2.	Liquid	Per Acre	
Option U	Recycle Dressing	Per Acre	
	OPTION TOTALS		
**Option C	Per Cent above Cost for Fertilizers		_____ %

* Option D Sod 419, Celebration, Premier, Tif Tuf, etc.). Please provide your cost per acre for laying sod (any location in Lee County) (labor and material for rolled sod or by the pallet for certified bermuda) using a minimum of 400 square feet:

Note: Jobs sized less than 400 square feet will be paid at the 400 sq. ft. rate regardless of the job size. for example, a 200 sq. ft. job will be paid at the 400 sq. ft. minimum.

Note: The cost of site preparation will be negotiated on a case-by-case basis with the awarded vendor to include for example, remove the sod, remove the soil, lazer grading, removing the sprinkler heads and reinstalling them etc. the county will supply the new soil.

Please Note: A county representative will have to give final approval for sod and for site prep. If the sod or site prep does not meet county standards, the job will be rejected and the county will hire someone else to do the job properly.

Prices may be negotiated between the vendor and Lee County when work is to be done on larger areas.

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Procurement Management Department
 1500 Monroe Street 4th Floor
 Fort Myers, FL 33901
 Main Line: (239) 533-8881
 Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: October 24, 2018

Solicitation No.: RFP180313KLC

Solicitation Name: Athletic Turf Maintenance and Reconstruction - Annual

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.

NOTE: FAILURE TO USE AN ADDENDUMS REVISED BID/PROPOSAL FORM SHALL DEEM BIDDER NON-RESPONSIVE.

I.	Should Deep Tine Tilling be included in the pricing?
Answer	<p>Yes it should be. It should not be taken out. Strike through was done in error.</p> <p>See page 27, Item 31, Option A Aerification.</p> <p>Page 27, Item 32, Option B – Verticutting: Verticutting Standards: ¼" to ½" depth with 2" spacing to include vendor cleaning up clippings and dumping on site.</p> <p>Deep Tine Aerification: 6" to 8" depth up to 11" with 2" spacing. (This was crossed out in error). Bidders shall complete Bid/Proposal form as provided in Addendum No. 1.</p>

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.

Kathy Ciccarelli
 Procurement Analyst
 Lee County Procurement Management

**EXHIBIT B
FEE SCHEDULE**

<i>Item #</i>	<i>Description</i>	<i>Cost Per Acre</i>
1.	Average Demand Maintenance	\$320.00
2.	High Demand Maintenance	\$380.00
3.	Professional Stadium Fields	\$1145.00

Options	Description	Unit of Measure	Cost
Option A	Aerification		
1.	Standard	Per Acre	\$125.00
2.	Deep Tine	Per Acre	\$650.00
3.	Pro Core	Per Acre	\$550.00
4.	Shockwave	Per Acre	\$450.00
5.	Drag cores in	Per Acre	\$50.00
6.	Pick up cores	Per Acre	\$750.00
7.	Flag sprinkler Heads and remove flags	Per Field	\$100.00
Option B	Verticutting	Per Acre	\$350.00
1.	Vacuum	Per Acre	\$400.00
2.	Flag Sprinkler Heads and remove flags	Per Field	\$100.00
Option C**	Fertilizing (labor only)		
1.	Hand Spreading	Per Acre	\$200.00
2.	Tractor Spreading	Per Acre	\$125.00
Option D*	Sod (419, Celebration, Premier, Tif Tuf, etc.)		
1.	Rolled Sod certified Bermuda 419	Per Square Foot	\$1.06
2.	Certified Bermuda 419 by the pallet	Per Pallet	\$400.00
3.	Rolled certified celebration Sod	Per Square Foot	\$1.06
4.	Certified Celebration by the pallet	Per Pallet	\$400.00
5.	Rolled Premier Sod	Per Square Foot	\$1.15
6.	Certified Premier Sod by the pallet	Per Pallet	\$450.00
7.	Rolled Tif Tuf Sod	Per Square Foot	\$1.15
8.	Certified Tif Tuf Sod by the Pallet	Per Pallet	\$450.00
Option E	Sprigging – 800 Bushels Per Acre Installed		
1.	Bermuda 419	Per Acre	\$7500.00

2.	Celebration	Per Acre	\$7500.00
3.	Premier	Per Acre	\$8500.00
4.	Tif Tuf	Per Acre	\$8500.00
Option F	Ant Control (Labor and materials)		
1.	Amdro – Tractor spread	Per Acre	\$175.00
2.	Amdro – Hand Spread	Per Acre	\$225.00
3.	Top Choice – Tractor Spread	Per Acre	\$400.00
4.	Top Choice – Hand Spread	Per Acre	\$500.00
Option G	Granular Iron Treatments (Labor and Material)		
1.	Tractor Spread	Per Acre	\$175.00
2.	Hand Spread	Per Acre	\$275.00
Option H	Spraying Liquid Iron (12-00)		
1.	Material and Labor	Per Acre	\$175.00
2.	Labor Only	Per Acre	\$135.00
Option I	Treating for Nematodes (Using Curfew)		
1.	Labor and Material	Per Acre	\$1000.00
Option J	Spraying for Fungus, Weeds and Insects		
1.	Labor and Material (Supplied By Vendor)	Per Acre	\$250.00
2.	Labor Only	Per Acre	\$135.00
Option K	Dual Receiver Laser Grading		
1.	Dual Receiver Laser Grading	Per Acre	\$4500.00
2.	Dual Receiver Laser Grading	Per Infield	\$900.00
Option L	Primo Treatment	Per Acre	\$200.00
Option M	Sod to Sprig	Per Acre	\$15,000.00
Option N	Top Dressing (Labor only – County will provide Sand.	Per Load of Sand	\$450.00
Option O	RotaDairon (Reverse Till)		
1.	RotaDairon (Reverse Till)	Per Acre	\$2000.00
2.	RotaDairon (Reverse Till)	Per Infield	\$500.00
Option P	Fraze Mowing	Per Acre	
Option Q	Florentine Treatment (Labor and Material)	Per Acre	\$250.00
Option R	Organo Treatment (Labor and Material)	Per Acre	\$500.00
Option S	Mowing Fields with reel mower (negotiable Depending on amount of acreage)	Per Acre	\$100.00

Option T	Wetting Agent (Labor and Material)		
1.	Granular Infield - sidelines and apron will be walked with hand spreader. Outfields can be done with tractor and hopper.	Per Acre	\$225.00
2.	Liquid	Per Acre	\$175.00
Option U	Recycle Dressing	Per Acre	\$650.00
**Option C	Per Cent above Cost for Fertilizers		<u>15</u> %

* Option D Sod 419, Celebration, Premier, Tif Tuf, etc.. This is the Cost per acre for laying sod (any location in Lee County) (labor and material for rolled sod or by the pallet for certified bermuda) using a minimum of 400 square feet:

Note: Jobs sized less than 400 square feet will be paid at the 400 sq. ft. rate regardless of the job size. For example, a 200 sq. ft. job will be paid at the 400 sq. ft. minimum.

Note: The cost of site preparation will be negotiated on a case-by-case basis with the Vendor to include, for example, removing the sod, removing the soil, lazer grading, removing the sprinkler heads and reinstalling them, etc.

The County will supply the new soil.

Please Note: A County representative will have to give final approval for sod and /or site prep. If the sod or site prep does not meet County standards, the job will be rejected and the County will hire someone else to do the job properly.

Prices may be negotiated between the Vendor and County when work is to be done on larger areas.

EXHIBIT C INSURANCE REQUIREMENTS



LEE COUNTY
SOUTHWEST FLORIDA

Revised 4/06/2017 – Page 15 of 69

Insurance Requirements

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. 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, and 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 Chapter 440, Florida Statutes, 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. If applicable, it is the responsibility of the general contractor to ensure that all subcontractors comply with all insurance requirements.
3. Place the project name and number in the Description of Operations box.
4. Insurance carriers providing coverage required herein shall be licensed to conduct business in the State of Florida and shall possess a current A.M. Best’s Financial Strength Rating of B+ Class VII or better