

**AGREEMENT FOR
Landscape Maintenance and Mowing for Lee Tran**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Big Tree, Inc., a Florida corporation, whose address is 5175 County Lakes Drive Fort Myers, Florida 33905, and whose federal tax identification number is 65-0728828, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase landscape maintenance and mowing from the Vendor in connection with "Landscape Maintenance and Mowing for Lee Tran" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP180331KLC on May 18, 2018 (the "Solicitation"); and

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

WHEREAS, the County posted a Notice of Intended Decision on August 3, 2018; and,

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 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, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP180331KLC, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue for a period of two (2) years, or through all associated warranty periods as further described in this Agreement, whichever is later.

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 Solicitation No. RFP180331KLC, 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 address indicated on the purchase order 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:

Name: Kristen A. Bock
 Title: President
 Address: 5175 County Lakes Drive
Fort Myers, FL 33905
 Telephone: 239-694-9700
 Facsimile: 239-694-6345
 E-mail: kristen@bigtreeinc.net

County's Representatives:

Names:	<u>Roger Desjarlais</u>	<u>Mary Tucker</u>
Titles:	<u>County Manager</u>	<u>Director of Procurement Management</u>
Address:	<u>P.O. Box 398</u>	
	<u>Fort Myers, FL 33902</u>	
Telephone:	<u>239-533-2221</u>	<u>239-533-8881</u>
Facsimile:	<u>239-485-2262</u>	<u>239-485-8383</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. RFP180331KLC
4. Vendor's Submittal in Response to Solicitation No. RFP

[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:

[Signature]

Print Name:

Sheryl Stiles

Big Tree, Inc.

Signed By:

[Signature]

Print Name:

Kristen A. Bove

Title:

President

Date:

9-19-18

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY:

[Signature]

CHAIR

DATE:

10-24-18

ATTEST:

CLERK OF THE CIRCUIT COURT

Linda Doggett, Clerk

BY:

Chris Lee

DEPUTY CLERK



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

BY:

[Signature]

OFFICE OF THE COUNTY ATTORNEY

EXHIBIT B FEE SCHEDULE

Ver 06/06/2017-5

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR RFP180331KLC Landscape Maintenance & Mowing for Lee Tran

1. GENERAL SCOPE OF PROJECT

To provide complete landscape maintenance and mowing to include edging, string trimming, trimming shrubs, pruning trees and palms, weeding, fertilizing, irrigation services, supplying replacement trees and shrubs, etc.

2. PROJECT OBJECTIVE

- 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.
- 2.1.1. Provide and maintain adequate staff to oversee and manage the projects;
- 2.1.2. Successfully complete the project within the approved schedule;
- 2.1.3. Comply with the contract documents and its general conditions.

3. 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.

ADD OR DELETE AREAS AND SERVICES

Lee County reserves the right to add or delete services and areas based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Lee County Representative.

The labor rate for any jobs above and beyond the pricing sheet will be negotiated between the awarded vendor and a county representative.

Any miscellaneous services that are needed pricing will be negotiated between the vendor and Lee County.

CONSUMER PRICE INDEX (CPI)

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.

EXHIBIT B FEE SCHEDULE

Ver 06/08/2017-5

LANDSCAPE MAINTENANCE:

- 1) All turf areas on property
 - a) Mow grass as needed at least 38 times per year but as often as needed to keep turf under 4"
 - b) Mowing wet grass or operating with dull blades shall be avoided.
 - c) Please refrain from mowing sod clippings into landscape areas.
 - d) The County may add or delete a mowing cycle as needed.
 - e) Roadway, curb, gutter and sidewalks shall be blown free of all clippings.
 - f) Do not leave large clumps of grass or clippings in the lawn, driveway or sidewalks.
 - g) Fertilize three times per year with product ideally suited for type of grass, soil conditions, and moisture conditions
 - h) Treat for broadleaf weeds three times per year
 - i) Apply fire ant pesticide as needed
- 2) Edging and String Trimming:
 - a) Turf encroachment into planting beds will not be allowed.
 - b) Edging shall be performed with rigid blade edging equipment or a manual hand edger, leaving a clean straightedge no more than 1" back from curbs, walks, buildings, tree rings or bed areas. Weed eaters shall not be used for trimming or edging purposes.
 - c) No plant, tree, or palm material will be damaged by string trimmers.
 - d) Roadway, curb and gutter and sidewalks shall be blown free of all clipping

When trimming or pruning the shrubs, trees or palms especially near any of the pedestrian areas please make sure they are kept free from any debris.

- 3) Shrubs
 - a) Will be trimmed 10-12 times.
 - b) Trimming must employ techniques to encourage full foliage to the ground when desirable
 - c) Hedge lines should not undulate across the top or along the sides.
 - d) All trimmed edges and corners should be rounded
 - e) Ornamental fertilizer will be applied three times per year
 - f) Pesticides will be applied whenever needed in response to weekly inspections.
- 4) Trees
 - a) All pruning shall be overseen and supervised by an ISA Certified Arborist when needed.
 - b) Structural Pruning and removing dead or broken branches at 12' and below will be performed as needed, according to industry standard.
 - c) All trees will be fertilized three times per year to maintain good vigor.
- 5) Palms
 - a) Palms fronds and flowers whose base is at or below 12' will be pruned twice per year if those fronds are dead, dying, or below horizontal.
 - b) All palms will be fertilized with all recommended macro and micro-nutrients three times per year, except for Sabal Palms will be fertilized only once
 - c) All trimming should be done per the most recent industry standards and best management practices making sure not to over trim or prune.
 - d) All debris from the trimming and pruning needs to be immediately removed.
- 6) Clean Up and Safety
 - a) All sidewalks and pavers will be blown free of debris and all debris will be removed.
 - b) Pavers will be sprayed to prevent weed growth in between the pavers.

EXHIBIT B FEE SCHEDULE

Ver 06/08/2017-1

- c) Parking lots will also be blown off without damaging vehicles
- d) All trash will be removed from turf and bed areas and disposed of off site
- e) All significant landscaping debris will be removed from the property by the vendor
- f) The vendor will be responsible to clean up fallen debris etc. after a storm.
- g) Lee County will provide a means to dispose of any large amounts of debris due to a storm.

7) Bed Care

- a) Chemical or hand pulling will be employed upon every visit to the site.
- b) Vendor will remove palms and other plant material that "volunteer" in a planting bed
- c) Edges of beds will be trimmed regularly to retain original shape
- d) Chain link fence line around retention pond will be sprayed with herbicide regularly to keep weeds and grass from growing there
- e) Apply Fire Ant pesticide as needed

8) Mulch

- a) Mulch shall be applied by the vendor to obtain the settled depth of three (3") twice a year, if needed, at the discretion of the Lee Tran Contact.
- b) Additional mulch shall be applied whenever needed to provide uniform coverage and aesthetics throughout the year to maintain the 3" height.

The vendor will be responsible for the maintenance and repair of the irrigation system. Please invoice separately for the parts and labor to repair the irrigation system.

9) Irrigation Services

- a) A thorough wet check of all components of the irrigation system will occur monthly
- b) Wet checks will include checking all components for full functionality including wiring, controllers, valve, heads, spray patterns, coverage, zone start times, and zone length times.
- c) A technician will be available to mitigate line break damage within 8 working hours.
- d) All repair requirements will be documented with photos and estimates submitted.
- e) All repairs must be made or directly supervised by personnel trained and certified on the component being repaired.

10) Plant, Shrubs and Tree Replacement

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

End of Detailed Specifications

EXHIBIT B FEE SCHEDULE



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

Posted Date: June 15, 2018

Solicitation No.: RFP180331KLC

Solicitation Name: Landscape Maintenance & Mowing for Lee Tran

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.

ATTACHMENT: Irrigation Plans

1.	Request for Irrigation Plans
Answer	Irrigation plans attached

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

[illegible]

EXHIBIT B FEE SCHEDULE

[illegible]

EXHIBIT B FEE SCHEDULE

The County shall pay the Vendor for actual work performed at the rates described below.

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Cost</i>
1.	Mowing	Each	\$1,120.00
a)	Fertilize grass	Each	\$600.00
b)	Disease and insect control, including ant control	Lump Sum	\$1,500.00
2.	Edging	Each	\$180.00
3.	String Trimming	Each	\$240.00
4.	Shrubs (Trimming)	Each	\$2,500.00
a)	Ornamental Fertilizer and Pesticides	Each	\$1,070.00
5.	Trees (Pruning)	Each	\$1,800.00
a)	Fertilization of trees	Each	\$280.00
6.	Palms (Trimming)	Each	No Charge
a)	Sabal Palms	Each	\$18.00
b)	Royal Palms	Each	\$18.00
c)	Washingtonian Palms	Each	\$18.00
d)	Fertilization	Each	\$80.00
e)	Fertilization of Sabal Palms	Each	\$800.00
7.	Clean up and Bed Care (Include adding 40 bags mulch in the beds each time)	Each	\$400.00
8.	Mulch – 3000 each time	Each	\$12,000.00
9.	Irrigation Services		No Charge
a)	Wet Check	Each	\$500.00
b)	Labor rate for repairs	Per Hour	\$50.00

Miscellaneous landscape tasks shall be billed at an hourly labor rate of \$35.00.

Replacement of plants, trees and shrubs shall be billed at a 100% mark-up. The Vendor must provide to the County a copy of all receipts for plants, trees and shrubs verifying the price charged to the County.

EXHIBIT C INSURANCE REQUIREMENTS

Major 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

EXHIBIT C INSURANCE REQUIREMENTS

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.

End of Insurance Guide section



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/29/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown - Tampa P.O. Box 173086 Tampa FL 33672		CONTACT NAME: Rosanna Castro PHONE (A/C, No, Ext): 813-475-7020 FAX (A/C, No): 813-226-1313 E-MAIL ADDRESS: rcastro@bbtampa.com	
INSURED Big Tree, Inc. 5175 Country Lakes Dr Fort Myers FL 33905		INSURER(S) AFFORDING COVERAGE	
BIGTR-1		INSURER A: Amerisure Mutual Ins Co	
		INSURER B: SOUTHERN-OWNERS INS CO	
		INSURER C: AUTO OWNERS INSURANCE	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 724427157**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		20750324	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ \$1,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		48-750324-00	1/1/2018	1/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		48-750324-01	1/1/2018	1/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC2103029	10/15/2017	10/15/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Equipment Floater			20750324	1/1/2018	1/1/2019	Leased/rented Deductible \$70,000 \$1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder is included as an additional insured where required by written contract.

License# LS03-01420

Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are included as additional insured in regards to general liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**Lee County Board of County Commissioners
PO Box 398
Fort Myers FL 33902

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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