

Contract Number (Secondary): 24931524

Vendor Number: 482406

**LEE COUNTY PORT AUTHORITY  
SERVICE PROVIDER AGREEMENT**

**LANDSCAPE SERVICES AT PAGE FIELD AIRPORT**

**RFB 24-0071MC**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, between LEE COUNTY PORT AUTHORITY, a political subdivision and special district of the State of Florida ("AUTHORITY"), located at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913, and GROW CARE OUTDOOR SOLUTIONS, LLC ("PROVIDER"), a limited liability company authorized to do business in the State of Florida, whose principal business address is 17940 N. Tamiami Trail Suite. 110 PMB. 218 North Fort Myers, FL 33903 and whose Federal Identification Number is 83-4044083. Collectively, the Authority and Provider are referred to throughout this Agreement as the Parties.

**WITNESSETH**

**WHEREAS**, the Authority desires to contract with Provider for Landscape Services at Page Field Airport in Fort Myers, Florida, as specified in Request for Bid (RFB) 24-0071MC - Landscape Services at Page Field Airport; and,

**WHEREAS**, Provider has reviewed the services and related products required under RFB 24-0071MC and this Agreement, has submitted a bid agreeing to provide the requested services, and states that it is qualified, willing, and able to provide the products and perform all services required according to the provisions, conditions, and terms below and in accordance with all governing federal, state and local laws and regulations; and,

**WHEREAS**, Provider certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by any applicable State Boards or Government Agencies responsible for regulating and licensing the services and products to be provided under this Agreement; and,

**WHEREAS**, Provider has been selected to provide the services and products described below as the result of a competitive selection process by Authority in accordance with applicable Florida statutes and the Authority's Procurement Policy, as approved by the Authority's Board of Port Commissioners.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual consideration described below, the Parties agree as follows:

### **1.0 RECITALS**

The recitals set forth above are true and correct and are incorporated into the terms of this Agreement as if set forth herein at length.

### **2.0 SCOPE OF SERVICES**

Provider hereby agrees to perform the services and provide the products as described in Part C of RFB 24-0071MC, entitled "Scope of Services", which is merged into and incorporated as part of this Agreement (Exhibit A - Scope of Services). Provider agrees to perform in strict accordance with the Scope of Services.

No services may commence until Authority issues a purchase order, unless otherwise set out in the Scope of Services or elsewhere in the RFB.

### **3.0 REQUEST FOR BIDS AND PROVIDER'S BID – INCORPORATION BY REFERENCE**

The terms of the RFB, and Provider's Bid received in response to that Request, including any supplementary representations from Provider to Authority during the selection process, are hereby merged into and incorporated by reference as part of this Agreement. If there are any conflicts between the terms of the RFB and this Agreement, or the Provider's Bid and this Agreement, the terms of this Agreement will control. The Parties acknowledge that the Authority has relied on Provider's representations and the information contained in Provider's Bid and that those representations and this information has resulted in the selection of Provider to perform the required services and provide the products under this Agreement.

### **4.0 TERM OF AGREEMENT**

The initial term of this Agreement will begin on October 1, 2024 and will continue for two (2) years. The Authority will have the option to renew the term of this Agreement based on Provider's satisfactory performance upon mutual consent upon the same terms and conditions, for two (2) additional two (2) year terms.

The Parties agree that unless the Authority, in its sole discretion, provides notice of intent not to renew to Provider at least thirty (30) calendar days prior to the end of the current term, this Agreement will automatically renew in accordance with the provisions of this Article.

### **5.0 LICENSES**

Provider agrees to obtain and maintain throughout the term of this Agreement, all such licenses as are required to do business in the state of Florida and in Lee County, Florida, including, but not limited to, licenses required by any applicable state boards or

other governmental agencies responsible for regulating and licensing the services provided and performed by Provider.

## **6.0 PERSONNEL**

Provider agrees that when the services and products to be provided and performed relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such service(s), to employ and/or retain only qualified personnel to be in charge of all such professional services to be provided under this Agreement.

Services performed and products to be provided under this Agreement will be performed and delivered by Provider's own staff or by persons selected by Provider to perform the services and provide the products required, according to the processes outlined in the Scope of Services, unless agreed in advance by the Authority.

## **7.0 STANDARDS OF SERVICE**

Provider agrees to provide all products and perform all services under this Agreement in accordance with generally accepted standards of practice and in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agency that regulates or has jurisdiction over the services and products to be provided by the Provider.

## **8.0 COMPENSATION AND PAYMENT SCHEDULE**

8.1 The Authority will pay Provider for all requested and authorized services and products in accordance with the requirements, provisions and/or terms of this Agreement, based on the accepted bid pricing and compensation terms described in the RFB.

8.2 Provider will submit invoices for services performed to the satisfaction of the Authority for review by the Authority. The invoices must include an itemized description of the services performed and the associated itemized costs which correspond to the basis of compensation as outlined in Exhibit B, Compensation Schedule. Provider's failure to follow these instructions may result in an unavoidable delay of payment by the Authority; however, such delay in payment will not be considered a violation of the Authority's obligations under the Agreement.

8.3 PAYMENT SCHEDULE - The Authority will issue payment to the Provider within thirty (30) calendar days after acceptance of the services and products and receipt of an invoice from the Provider that is in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the Authority object or take exception to the amount of any Provider's invoice, the Authority will notify Provider of such objection or exception within thirty (30) days. If such objection or exception remains unresolved at the end of the thirty (30) day period, the Authority will withhold the disputed amount and make payment to Provider of all

amounts not in dispute. The Parties agree to negotiate informally regarding any disputed amount.

## **9.0 ANNUAL APPROPRIATION**

All funds for payment by the Authority under this Agreement are subject to the availability of an annual appropriation for this purpose. In the event of non-appropriation of funds by the Authority for the services and products provided under this Agreement, the Authority will terminate this Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or the date funds for services covered by this Agreement are spent, whichever occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation will be accepted by Provider on thirty (30) days prior written notice, but failure to give such notice will be of no effect and the Authority will not be obligated under this Agreement beyond the date of termination.

## **10.0 FAILURE TO PERFORM**

If Provider fails to commence, provide, perform and/or complete any of the services or products or any work required under this Agreement in a timely and diligent manner, the Authority may consider such failure as cause to terminate this Agreement. As an alternative to termination, the Authority may, at its option, withhold any or all payments due and owing to Provider, not to exceed the amount of the compensation for the work in dispute, until such time as Provider resumes performance of its obligations in accordance with the time and schedule of performance requirements set forth in this Agreement and the Scope of Services.

## **11.0 INDEMNIFICATION AND HOLD HARMLESS**

Provider agrees to be liable for, and will indemnify and hold harmless Lee County and Authority and their respective commissioners, officers, employees, and agents, from and against any and all claims, liabilities, suits, judgments for damages, losses, and expenses, including but not limited to court costs, expert witness and professional consultation services, and reasonable attorneys' fees arising out of or resulting from Provider's services or provision of products under this Agreement, or Provider's errors, omissions, negligence, recklessness, or the intentional misconduct of Provider or any agent, employee or other person employed or used by Provider in performance of services under this Agreement, regardless of whether or not caused by a party indemnified hereunder.

Provider understands and agrees that by entering into this Agreement, the Authority does not waive its sovereign immunity and nothing herein will be interpreted as a waiver of the Authority's rights, including the limitation of waiver of immunity in section 768.28, Florida Statutes or any other statutes, and the Authority expressly reserves these rights to the fullest extent allowed by law. Provider's indemnification obligations as stated in this Agreement and in Part E of RFB 24-0071MC shall survive termination or completion of the services contracted hereunder.

## **12.0 AUTHORITY'S REPRESENTATIVE**

The Maintenance Department and/or the Senior Procurement Manager will administer this Agreement for Authority.

## **13.0 PUBLIC RECORDS**

Provider acknowledges that any information concerning its services may be exempt from disclosure under the Florida public records law as follows:

(1) **Airport Security Plans** - The Southwest Florida International Airport and/or Page Field security plan, and other critical operational materials designated by the Authority, are exempt from disclosure as public records under section 331.22, Florida Statutes. These materials include but are not limited to, any photograph, map, blueprint, drawing, or similar material that depicts critical airport operating facilities or other information that the Authority determines could jeopardize airport security if generally known.

(2) **Building Plans** - Provider further acknowledges that section 119.071(3)(b)1., Florida Statutes, exempts building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building or other structure owned or operated by the Authority or Lee County from the disclosure requirements of Florida public records law.

(3) **Airport Security and Fire Safety Systems** - Section 281.301, Florida Statutes, exempts information relating to the security or fires safety systems for any property owned by or leased to the Authority and any information relating to the security or fire safety systems for any privately-owned or leased property which is in Authority's possession, including all records, information, photographs, audio and visual presentations, schematic diagrams, surveys, recommendations, or consultations or portions thereof relating directly to or revealing such systems or information, and all meetings or portions thereof relating directly to or that would reveal such systems or information, is confidential and exempt from disclosure.

As used in this paragraph, the term "security or fire safety system plan" also includes threat assessments, threat response plans, emergency evacuation plans, shelter arrangements, security manuals, emergency equipment, and security training as confidential and exempt from disclosure.

Provider agrees not to divulge, furnish or make available to any third person, firm or organization, without Authority's prior written consent, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed or ordered by a court of competent jurisdiction to provide, any confidential or exempt information concerning the services to be rendered by Provider under this Agreement. Provider will require all of its employees, agents, subcontractors to comply with the provisions of this Article.

#### **14.0 PROVIDER'S PUBLIC RECORDS OBLIGATIONS**

Provider specifically acknowledges its obligations to comply with section 119.0701, Florida Statutes, with regard to public records, and will:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the Authority in order to perform the services required under this Agreement;
- 2) Upon request from the Authority, provide the Authority 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 Authority, all public records in possession of Provider 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 Authority in a format that is compatible with the information technology system of the Authority.

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-590-4504, 11000 TERMINAL ACCESS ROAD, SUITE 8671, FORT MYERS, FLORIDA 33913, [publicrecords@flylcpa.com](mailto:publicrecords@flylcpa.com); <http://www.flylcpa/public records>.**

#### **15.0 AIRPORT SECURITY REQUIREMENTS**

Provider acknowledges that the Authority is subject to strict federal security regulations limiting access to secure areas of the airport and prohibiting violations of the adopted Airport Security Program. Provider may need access to these secure areas to complete the work required by this Agreement.

Provider therefore agrees, in addition to the other indemnification and assumption of liability provisions set out above, to indemnify and hold harmless the Authority and Lee County, Florida, and their respective commissioners, officers and employees, from any duty to pay any fine or assessment or to satisfy any punitive measure imposed on the Authority or Lee County, Florida by the FAA or any other governmental agency for breaches of security rules and regulations by Provider, its agents, employees, subcontractors, or invitees.

Provider further acknowledges that its employees and agents may be required to undergo background checks and take Airport Security and Access Procedures ("S.I.D.A.") training before receiving an Airport Security Identification Badge.

Immediately upon the completion of any work requiring airport security access under this Agreement, or upon the resignation or dismissal or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will notify the Airports Police Department that Provider's access authorization or that of any of Provider's agents, employees, subcontractors, or invitees has changed. Provider will confirm that notice, by written confirmation on company letterhead, within twenty-four (24) hours of providing initial notice to the Airport's Police Department.

Upon termination of this Agreement, or the resignation or dismissal of any employee or agent, or conclusion of any work justifying airport security access to any Provider agent, employee, subcontractor, or invitee, Provider will surrender any Airport Security Identification Badge held by Provider or by Provider's agents, employees, subcontractors, or invitees. Should Provider fail to surrender these items within five (5) days, Provider will be assessed a fee of One Hundred Fifty Dollars (\$150.00) per identification badge not returned. This fee will be billed to Provider or deducted from any money owing to Provider, at the Authority's discretion.

## **16.0 INSURANCE**

Before services commence and during the term of this Agreement, Provider will provide, pay for, and maintain insurance with companies satisfactory to Authority in full accordance with the provisions specified in Part E, Insurance, Indemnification, and Bond Requirements, as fully set forth in RFB 24-0071MC which is merged into and incorporated by reference as part of this Agreement.

Provider agrees to provide Authority's Risk Manager with a certificate of insurance indicating that all policies have been endorsed to provide advance written notice of any cancellation, intent not to renew, material change or alteration, or reduction in the policy coverages except in the application of the aggregate limits provision of any policy. In the event of a reduction in the aggregate limit of any policy, Provider will immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy. If there is a cancellation, Provider agrees to obtain replacement coverage as soon as possible. All insurance will be from responsible companies duly authorized to do business, provide coverage, and honor claims in the state of Florida. Provider's certificate of insurance is attached as Exhibit C.

The Authority reserves the right to reject insurance written by an insurer it deems unacceptable because of poor financial condition or other operational deficiency. All insurance must be placed with insurers with an A.M. Best rating of not less than A-VII. Regardless of this requirement, the Authority in no way warrants that the required minimum insurer rating is sufficient to protect Provider from potential insurer insolvency.

The acceptance by the Authority of any certificate of insurance evidencing the

insurance coverages and limits required in this Agreement does not constitute approval or agreement by the Authority that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance comply with the requirements of this Agreement.

All of Provider's insurance coverages will be primary and noncontributory to any insurance or self-insurance program carried by the Authority and applicable to work under this Agreement and will include a waiver of subrogation in favor of the Authority.

No work will commence, or any services or products be provided, under this Agreement unless and until the required certificates of insurance are received and approved by the Authority.

#### **16.1 OTHER INSURANCE REQUIREMENTS**

Subcontractor's requirement - The Provider must ensure that its agents, representatives, and subcontractors comply with the insurance requirements set forth herein. All liability insurance policies obtained to meet the requirements of this Agreement, other than Worker's Compensation and Employer's Liability and Professional Liability policies, will name Authority as an additional insured and will contain the severability of interest provisions. By signing this Agreement, Provider further agrees to waive its right to subrogation against the Authority.

#### **17.0 ASSIGNMENT, TRANSFER AND SUBCONTRACTS**

Provider may not assign or transfer any of its rights, benefits or obligations under the Agreement without prior written approval of the Authority. Provider will have the right, subject to the Authority's prior written approval, to employ other persons and/or companies to serve as subcontractors to Provider for Provider's performance of services and work under this Agreement.

#### **18.0 PROVIDER AN INDEPENDENT CONTRACTOR**

Provider is an independent contractor and is not an employee or agent of the Authority. Nothing in this Agreement will be interpreted to establish any relationship other than that of an independent contractor between the Authority and Provider, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. Nothing in this Agreement may be deemed to give any such party a right of action against Authority beyond such right as might otherwise exist without regard to this Agreement.

#### **19.0 F.A.A. NON-DISCRIMINATION CLAUSE**

Provider, for itself, its successors in interest, and assigns, as part of the consideration hereof, agrees that it will not discriminate on the basis of race, color, national origin, sex, disability or other protected factor in the performance of this Agreement. Provider will carry out applicable requirements of 49 CFR Part 23 and Part 26 in the award and administration of DOT-assisted contracts. Provider's failure to carry



out these requirements is a material breach of this contract, which may result in the termination of this Agreement or such other remedy as the Authority deems appropriate.

## **20.0 NOTICE REGARDING PUBLIC ENTITY CRIMES**

In accordance with section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list.

## **21.0 OWNERSHIP AND TRANSFER OF DOCUMENTS**

All documents, including but not limited to reports and other records and data relating to the services specifically prepared or developed by Provider under this Agreement, will be the property of Provider, until Provider has been paid for performing the services and work required to produce such documents.

Upon completion, suspension, or termination of this Agreement, all of the above documents, to the extent requested by the Authority, will be delivered to the Authority within thirty (30) calendar days.

Provider, at its expense, may make and retain copies of all documents delivered to the Authority for reference and internal use. Any subsequent use of the documents and materials listed above will be subject to the Authority's prior review and approval.

## **22.0 MAINTENANCE OF RECORDS**

Provider will keep and maintain adequate records and supporting documentation concerning the procurement and applicable to all of the services, work, information, expense, costs, invoices, and materials provided and performed pursuant to the requirements of this Agreement. All records and documentation will be retained by Provider for a minimum of five (5) years from the date final payment has been made or termination of this Agreement, or for such period as required by law.

The Authority, the FAA, the Comptroller General of the United States, and their authorized agents will, with reasonable prior notice, have the right to audit, inspect, and copy all such records and documentation as often as they deem necessary during the period of this Agreement, and during the period set forth in the paragraph above; provided, however, such activity will be conducted only during Provider's normal business hours.

### **23.0 NO THIRD PARTY BENEFICIARIES**

Nothing in this Agreement or the incorporated documents will create any relationship, contractual or otherwise, with, or any rights in favor of, any third party.

### **24.0 GOVERNING LAW**

This Agreement will be interpreted, construed and governed by the laws of the state of Florida. Exclusive venue for any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement will be in the Circuit Court of Lee County, Florida. The prevailing party in any such suit or action will be entitled to recover its reasonable attorneys' fees and court costs, including any appeals.

### **25.0 PROHIBITED INTERESTS**

No member, officer, or employee of the Authority or of the locality during his or her tenure or for one year thereafter will have any interest, direct or indirect, in this Agreement or the proceeds thereof.

### **26.0 LOBBYING CERTIFICATION**

The Authority agrees that no federal appropriated funds have been paid or will be paid by or on behalf of the Authority, to any person for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid by the Authority to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Authority will require that the language of this section be included in the award document and any award document for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

### **27.0 COVENANTS AGAINST DISCRIMINATION**

**27.1 DBE POLICY.** It is the policy of the U.S. Department of Transportation ("DOT") that Disadvantaged Business Enterprises ("DBEs") as defined in 49 CFR Part 23 and Part 26 will have the maximum opportunity to participate in the performance of

contracts financed in whole or in part with federal funds under this Agreement. Consequently, the DBE requirements of 49 CFR Part 23 and Part 26 apply to this Agreement. Provider agrees to ensure that DBEs as defined in 49 CFR Part 23 and Part 26 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in-part with federal funds provided under this Agreement. In this regard, Provider will take all necessary and reasonable steps in accordance with 49 CFR Part 23 and Part 26 to ensure that all DBEs have the maximum opportunity to compete for and perform contracts.

**27.2 PROMPT PAYMENT REQUIREMENTS.** Authority has adopted a DBE Program in compliance with 49 CFR Part 26, and the following requirement will apply to all contracts funded, either wholly or in-part, with DOT financial assistance:

Provider agrees to pay each sub-consultant under this contract for satisfactory performance of its contract no later than fifteen (15) days from the receipt of each payment Provider receives from Authority. Provider agrees further to return any retainage payments to each sub-consultant within thirty (30) days after the subconsultant's work is satisfactorily completed. Any delay or postponement of payment beyond these time limits may occur only for good cause following written approval of the delay by Authority. This clause applies to both DBE and non-DBE sub-consultants.

**27.3 INCORPORATION OF PROVISIONS.** Provider will include the provisions of paragraphs 27.1 and 27.2 in every subcontract, unless exempt by the above-stated federal regulations or federal directives. Provider will take such action with respect to any subcontract or procurement as Authority or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. However, in the event Provider becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Provider may request Authority to enter into such litigation to protect the interests of Authority and, in addition, Provider may request the United States to enter into such litigation to protect the interests of the United States.

## **28.0 NONDISCRIMINATION CLAUSE**

Pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, the Restoration Action of 1987, the Florida Civil Rights Act of 1992, and as said Regulations may be amended, the Provider must assure that no person in the United States will on the basis of race, color, national origin, sex, creed or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity and in the selection and retention of subcontractors.

Provider will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

## **29.0 GENERAL CIVIL RIGHTS CLAUSE**

Provider agrees to comply with pertinent federal and state statutes, regulations, executive orders and such rules as are promulgated to ensure that no person will be excluded from participating in any activity conducted with or benefiting from federal assistance on the grounds of race, creed, color, national origin, sex, age, disability or any other protected category.

This provision binds Provider and subcontractors from the bid solicitation period through the completion of the Agreement. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

## **30.0 E-VERIFY REGISTRATION**

Provider certifies that it has registered and is using the U.S. Department of Homeland Security's E-Verify Program for Employment Verification in accordance with the terms governing use of the Program and is eligible to enter this Agreement. Provider further agrees to provide the Authority with proof of such registration within thirty (30) days of the date of this Agreement.

Provider agrees to use the E-Verify Program to confirm the employment eligibility of:

- 30.1. All persons employed by Provider during the term of this Agreement.
- 30.2. All persons, including contractors and subcontractors, assigned by the Provider to perform work or provide services or supplies under the Agreement.

Provider further agrees that it will require each contractor or subcontractor performing work or providing services or supplies under this Agreement to enroll in and use the US Department of Homeland Security's E-Verify program for employment verification to verify the employment eligibility of all persons employed by the contractor or subcontractor during the term of this Agreement.

Provider agrees to maintain records of its participation and compliance with the provisions of the E-Verify Program, including participation by its contractors and subcontractors as provided above, and to make such records available to the Authority or other authorized state or federal agency consistent with the terms of this Agreement.

Compliance with the terms of this Article is made an express condition of this Agreement, and the Authority may treat failure to comply as a material breach of the Agreement and grounds for immediate termination.

## **31.0 HEADINGS**

The headings of the Articles in this Agreement are for the purpose of convenience only and will not be deemed to expand, limit, or change the provisions contained in such Articles.

### **32.0 ENTIRE AGREEMENT**

This Agreement, including the referenced bid documents, constitutes the entire Agreement between the Parties and will supersede all prior agreements or understandings, written or oral, relating to the matters contained in the Agreement and incorporated bid documents.

### **33.0 NOTICES AND ADDRESS**

33.1 All notices required and/or made pursuant to this Agreement to be given by either party to the other will be in writing and will be delivered by hand or by United States Postal Service, first class mail service, postage prepaid, and addressed to the following addresses of record:

For the Authority:  
LEE COUNTY PORT AUTHORITY  
11000 Terminal Access Road, Suite 8671  
Fort Myers, FL 33913  
Attention: Airport Executive Director

For Provider:  
Grow Care Outdoor Solutions, LLC  
17940 North Tamiami Trail  
Suite. 110 PMB. 218  
North Fort Myers, FL 33903  
Attention: Jose Granados

33.2 CHANGE OF ADDRESS - Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

### **34.0 TERMINATION**

For Convenience. This Agreement may be terminated by the Authority at its convenience, or for cause, by giving thirty (30) calendar days written notice to Provider.

For Cause. This provision applies to all contracts with a value that exceeds the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). Any violation of breach of terms of this Agreement on the part of the Provider or its subcontractors may result in the suspension or termination of this Agreement or such other action that may be necessary to enforce the right of the parties of this Agreement.

Authority will give the Provider written notice that describes the nature of the breach and corrective actions the Provider must undertake in order to avoid termination of the Agreement. Authority reserves the right to withhold payments to Provider until such time the Provider corrects the breach or the Authority elects to terminate the Agreement. The Authority's notice will identify a specific date by which the Provider must correct the breach. The Authority may proceed with a termination of the Agreement if the Provider fails to correct the breach by the deadline indicated in the Authority's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.

### **35.0 TERMINATION UNDER SECTION 287.135, F.S.**

Notwithstanding any provision of this Agreement to the contrary, Authority will have the option to immediately terminate this Agreement, in the exercise of its sole discretion, if Provider is found to have submitted a false certification under section 287.135(5), Florida Statutes, or has been placed on the Scrutinized Companies with Activities in Sudan List; Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; is engaged in business operations in Cuba or Syria; or is on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

### **36.0 TERMINATION FOR FAILURE TO MAINTAIN INSURANCE**

If Provider does not maintain the insurance coverages required by this Agreement at any time, Authority may terminate the Agreement or at its sole discretion is authorized to purchase such coverages and charge Provider for coverages purchased. Authority will be under no obligation to purchase insurance, nor will it be responsible for the coverages purchased or the insurance company/companies used. The decision of Authority to purchase insurance coverages will in no way be construed to be a waiver of its rights under this Agreement.

### **37.0 WAIVER OF BREACH**

Waiver by either party of a breach of any provision of this Agreement will not be deemed to be a waiver of any other breach and will not be construed to be a modification of the terms of this Agreement.

### **38.0 SECURING AGREEMENT DISCLOSURE**

Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any person or company to secure this Agreement, other than a bona fide employee of Provider.

### **39.0 AMENDMENTS OR MODIFICATIONS**

The terms of this Agreement may be amended in writing, by the mutual agreement of the Parties. Any modifications to the terms of this Agreement will only be valid when issued in writing as a properly executed Amendment to the Agreement and signed by the Parties.

### **40.0 ACCEPTANCE**

Acceptance of this Agreement will be indicated by the signature of the duly authorized representative of each party in the space provided. Any affixed electronic signature of the authorized signatory is the act of and attributed to the authorized signatory. Electronic signature must be of sufficient quality to be legible electronically or when printed in hardcopy.

The undersigned representative of Provider warrants and certifies to Authority that

Provider is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned officer is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature affixed below.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement effective October 1, 2024.

GROW CARE OUTDOOR SOLUTIONS, LLC

BOARD OF PORT COMMISSIONERS  
LEE COUNTY, FLORIDA

DocuSigned by:  
By: Jose Granados  
C58C400E33DE44A...  
Jose Granados, President

By: \_\_\_\_\_  
Chair or Vice Chair

ATTEST: Kevin Karnes  
Lee County Clerk of Court

Approved as to form for the reliance of  
Lee County Port Authority only:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Port Authority Attorney's Office



## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **C.01 PURPOSE**

To establish requirements of a comprehensive and systematic approach to maintaining and enhancing the aesthetic appeal, ecological balance, and overall landscape quality of designated areas within Page Field airport premises.

The objective of the Authority is to ensure the consistent upkeep of green spaces, plant life, and irrigation systems, contributing to a visually appealing environment for travelers, public, and visitors. The landscaping Provider plays a crucial role in promoting the airport's positive image, environmental sustainability, and overall well-being by adhering to these established standards. Through the agreement, the Provider is required to foster a welcoming and aesthetically pleasing atmosphere while promoting the health and longevity of the airport's natural surroundings. All items/services to be provided or performed must be in full accordance with the requirements of the RFB and any agreement entered into with the Authority.

#### **C.02 ABOUT LEE COUNTY PORT AUTHORITY**

Lee County Port Authority operates both Southwest Florida International Airport (RSW) and Page Field (FMY) in Fort Myers, Florida. RSW is an award-winning, medium-hub commercial service airport with an annual economic impact of more than \$8.3 billion. In 2022, RSW served more than 10.3 million passengers, which made it the busiest year in airport history and surpassed the previous record in 2021. RSW is one of the top 50 airports in the United States for passenger traffic. Fourteen airlines serve the airport with nonstop service throughout the United States, as well as international flights to Canada and Germany.

A terminal complex with 28 gates and state-of-the-art facilities opened in 2005, making it one of the newest airport terminals in the nation offering a top-rated travel experience. In 2021, the Lee County Port Authority finished construction on a new \$80 million Airport Traffic Control Tower and Terminal Radar Approach Control facility at RSW and handed it over to the FAA for equipping and certifying for operations.

RSW has seen significant increases in passengers, especially during peak-hour operations, which has impacted the terminal's functionality. In October 2021, LCPA started construction on a \$331 million Terminal Expansion Project to improve the airport's efficiency by consolidating the security checkpoints, adding concession space and providing passengers more amenities and options. This will be a three-year project and will be the second-largest public works project in Lee County history, only being surpassed by the airport's Midfield Terminal Complex in 2005.

Terminal Expansion Phase 2 will expand the existing terminal further by adding Concourse E with an additional 14 gates; expanding the Centralized Receiving and Distribution Center; expanding Chiller Plant Facility; as well as other associated terminal facilities, landside and airside improvements. The completion of Concourse E is currently planned for late 2027.

Other future infrastructure improvements include rental car expansion projects, roadway rehabilitation projects, additional terminal expansion projects and a future parallel runway. More information about the Terminal Expansion Project and RSW is available at [flylcpa.com](http://flylcpa.com).

Page Field, an FAA-designated reliever airport, provides services to general and business aviation and accommodated more than 170,000 aircraft operations in 2022, a new record. Base Operations at Page Field is an award-winning fixed-based operator and has been recognized for its customer service and facilities. LCPA opened the new Base Operations terminal complex in 2011.

### **C.03 SCOPE OF WORK**

Provider is obligated to uphold the highest standards in the maintenance of all landscaping pertaining to the specified areas on the airport premises:

#### **Area 1 - Page Field North and Fuel Farm**

This designated area encompasses diverse native and non-native species and commences beyond the Lee County EMS facility entrance on North Airport Road. Area 1 includes all associated landscaping at 4700 Terminal Drive, as well as the landscaping along the entrance and exit roads. The scope extends to approximately 65 feet of North Airport Road frontage, reaching up to Gate 3 at the terminus of North Airport Road. Furthermore, the scope of services covers all landscaping related to the fuel farm situated at 2640 North Airport Road. Both landside and airside work fall within the purview of this area, which spans approximately 10.6 acres. Counts and measurements are approximate and should be verified by the bidder, as they are not warranted. The irrigation system in this area comprises one (1) Hunter ICC 800 controller with 15 irrigation zones, all equipped with spray heads.

#### **Area 2 - East Perimeter Road**

The defined area comprises a hedge and grass berm spanning approximately 900 feet. Area 2 features 357 green buttonwood plants arranged in a mulched bed, a second hedge row containing 40 fire bushes, and a 1.0-acre field of grass around a picnic area. Airside work is encompassed within this area, covering approximately 2.0 acres. Counts and measurements provided are approximate and should be verified by each bidder, as they are not warranted. The irrigation system for this area includes one (1) Hunter Pro-C controller managing 3 zones, all equipped with dripline irrigation.

#### **Area 3 - Danley Drive**

Commencing just west of the Ten Mile Canal, this region extends westward along Danley Drive, concluding just east of 207 Danley Drive. Encompassing a variety of native and non-native species, including primarily cocoa plum and fire bush hedges, along with cabbage palms and landscaped beds at 607 Danley Drive, both landside and airside work are integral components of this area. The irrigation infrastructure in this zone is managed by two (2) Hunter Node controllers overseeing 2 zones, all equipped with spray heads. Area 3 covers approximately 4.2 acres, and provided counts and measurements are approximate, not warranted.

#### **Area 4 - South Road**

This zone initiates at the observation area just west of 207 Danley Drive and extends along South Road up to the intersection with US 41. Various segments of this region encompass landscaped beds and grass on both sides of the road, featuring a mix of primarily native plant species. Work within this area is limited to the landside. Area 4 encompasses approximately 2.0 acres. The irrigation system for this zone is managed by one (1) Hunter Pro-C controller overseeing 12 zones, including ten (10) dripline zones and two (2) bubblers.

#### **Area 5 - Perimeter Fence**

Ensure the upkeep of the entire exterior perimeter fence line using a combination of mowing, string trimming, and herbicide application.

### **Area 6 - Base Operations Terminal Area**

Base Operations Terminal Area: This designated space comprises around 700 trees and 7,400 shrubs, showcasing a diverse range of native and non-native species. It extends from an area just north of the Runway 5 blast fence along US 41, continuing along Fowler to North Airport Road. Both landside and airside work fall within the scope of this area, covering approximately 9.7 acres. Counts and measurements are approximate, not guaranteed, and should be confirmed by the bidder. The irrigation system in this area is managed by one (1) Rain Bird ESP-LXD controller overseeing 36 zones, including six (6) popup spray head zones, nineteen (19) dripline zones, and nine (9) bubbler zones. The irrigation system runs from the corner of 41 to North Airport Road.

The Scope of Work for all Areas includes the following: mowing, edging, string trimming, weed prevention, and removal, pest and disease eradication, pruning and trimming of plants, trees, and grasses, fertilization, mulching, irrigation maintenance and repair, and general clean-up.

Additionally, for fence sections not covered in the aforementioned areas 1-6, mow a minimum of ten (10) feet out from the fence.

### **C.04 GENERAL SPECIFICATIONS FOR ALL AREAS**

#### **Mowing**

Bahia is to be mowed weekly April through October and every other week November through March. Any trash or debris shall be picked up to avoid shredding or discharging objects. Avoid blowing cut grass into landscaped beds and tree circles. Finish cut shall be three and one half (3 ½) to four (4) inches and uniform with no scalping. Edge as needed. All edged areas must be left free of grass and debris.

#### **String Trimming**

String trim each visit all areas inaccessible by mower, including fence line. Provider must not damage existing plants.

#### **Clean-up**

Clear all grass clippings as a result of mowing, edging, and string trimming from all paved areas and sidewalks.

#### **Pruning**

Prune all varieties of plants/shrubs three (3) times annually in the months of March, July, and November. Plants shall be neatly pruned or clipped to maintain their natural character and intended size. All pruned/clipped vegetation shall be removed. Prune all ornamental trees once annually in the month of April. This activity shall be overseen by a certified arborist. Trees shall be neatly pruned or clipped to maintain their natural character and to avoid growing onto sidewalks, driveways, and buildings. All pruned/clipped vegetation shall be removed. Prune and/or trim to keep plants/trees from growing into or onto sidewalks, paved areas, buildings, and fences.

#### **Palm Frond Removal**

During each visit, eliminate all brown or hanging palm fronds up to a height of 14 feet. Once annually in the month of April, conduct a comprehensive pruning of all palms, disregarding their height, by removing old boots and trimming them to a "9 o'clock and 3 o'clock" position. Please refer to the illustrations in Part D for the designated palm trimming area. Remove any fronds extending over or touching buildings each visit. Avoid implementing "hurricane cuts."

#### **Weed Control**

Beds are to be maintained weed-free. Weeding shall be performed by hand pulling or application of appropriate chemicals as needed. All weeds inside or touching plant

material will need to be hand-pulled and not sprayed. Grasses, plants, shrubs, and trees that are lost due to chemical overspray shall be replaced by the Provider at no cost to the Authority.

#### **Pest/Disease Prevention and Eradication**

Inspect for pests and diseases each visit and notify the owner of any infestation. Perform pest and disease prevention and eradication of ants, chinch bugs, webworms, other insects, fungi, and other disease/infestations as necessary. Grasses, plants, shrubs, and trees that are lost due to insufficient prevention and/or eradication shall be replaced by Provider at no cost to the Authority. At least once per month, an inspection must be performed by a Certified Pest Control Operator (CPCO). The CPCO must submit a written report of the inspection to the Authority within thirty (30) days from the date of the inspection.

**Note:** Provider may perform certain specialized services under the resulting agreement to include insect control, weed control, and fertilization through the use of a properly certified and licensed subcontractor. Each subcontractor must be approved by the Authority prior to providing such services.

#### **Mulch**

Dead leaves and other debris shall be removed from the mulch in the terminal area landscaped beds and parking lot islands during each visit.

Pine Bark Nugget Mulch shall be raked each visit to maintain a fresh appearance and cover the bare soil. In Areas 2, 3, & 4, apply Provider supplied fresh mulch once annually to maintain fresh appearance at a depth of three (3) to four (4) inches or a sufficient amount of product to provide complete and continuous coverage to the satisfaction of the Authority's Project Manager.

Mulch will be applied annually in December.

#### **Equipment and Materials**

The Provider is responsible for the complete performance of all work under the Contract, including furnishing all materials, tools, apparatus, and equipment of every description used in connection therewith, unless specifically stated otherwise in this scope of services.

All equipment used shall be clean, in good working order, free of oil and fluid leaks. Trucks and transport equipment that will be used airside must display an easily identifiable company name and/or logo and have an operational amber beacon.

The Provider will ensure that equipment used in the performance of work is equipped with all safety accessories and equipment required to perform the work safely and without risk of injury or damage to property. All equipment and safety accessories must be operable at all times. All expenses incurred in securing and/or maintaining equipment used to perform this scope of services is the responsibility of the Provider.

All materials used throughout the term of the Agreement will be supplied by the Provider. Supplies will include but not be limited to fertilizers, chemicals, mulch, replacement plants, fuel, lubricants, trash bags, etc. The Provider will replace and plant any plants damaged as a result of maintenance activities of the Provider, at the Provider's expense. For plant replacement considered acts of God, the Provider may supply time and material pricing for plant replacement. All plant replacements require prior approval from the Authority.

#### **Fertilization**

Fertilize all Floratam grass, plants, shrubs, and trees three (3) times yearly to maintain a lush and healthy appearance. Fertilizer shall be applied in February, May, and November. No fertilizer allowed June 1 to September 30 per Lee County Ordinance 08-08. Fertilizer to

be used around plants, shrubs, and trees: 8-2-12 + 4% Mg and Micronutrients (Palm Fertilizer). Fertilizer for Floratam will be selected by the Provider. Application shall be overseen by a certified BMP lawn care professional. Grasses, plants, shrubs, and trees that are lost due to insufficient fertilization shall be replaced by the Provider at no cost to the Authority.

#### **Irrigation Repairs**

Provider is responsible for repair to any part of the irrigation systems as a result of damage caused by their employee(s) at no additional cost to the Authority.

Irrigation systems must be checked weekly by the Provider for proper operation and in accordance with the South West Florida Water Management District (SWFWMD) restrictions, and the timer programmed accordingly to maintain the proper amount of water to the various plants, grasses, and trees. Any part of the irrigation system that is found to be defective or in need of repair shall be reported to the Authority immediately.

Conduct a monthly inspection of irrigation zones to check for leaks, assess valve operation, and ensure correct dripline and spray functionality. Within forty-eight (48) hours of completing each monthly irrigation inspection, Provider must submit a report detailing recommended repairs and general observations to the Authority. Costs for monthly inspection and reporting must be included in the bidder's price bid for each area.

Irrigation systems repairs that are identified through the monthly inspection will be reviewed by the Authority. Irrigation system repair work is not considered part of the base bid and will not be used in evaluating the base bid. However, at the Authority's option, Provider may be asked to supply time and material pricing for irrigation repairs for Authority's future consideration. Compensation for all irrigation repairs authorized by the Authority to be performed must be based on the labor and material pricing indicated on the bid form.

#### **Site Schedule**

The Provider must complete all site visit mowing and pruning one (1) day a week, between the hours of 7:00 a.m. and 4:30 p.m. The Provider will schedule all mowing and pruning visits on Tuesday, Wednesday, or Thursday and maintain that day of the week throughout the contract, weather permitting. The Provider may request switching days of the week, but it must be approved by the Page Field Manager. The preferred service day of the week is Wednesday.

#### **Account Manager**

Provider must designate an account manager as a direct point of contact for all matters related to the contract. The Account Manager will meet once per month with the Authority's representative for a site evaluation. All work to be performed will be coordinated and scheduled between the Account Manager and Project Manager.

#### **Site Supervisor**

Provider is to provide a Site Supervisor to be the point of contact for the Authority while Provider is on site. Site Supervisor must be conversant in English.

#### **Licenses/Certifications**

Provider shall provide documentation verifying that it holds all required herbicide and pesticide licenses. No limitations on herbicides or pesticides to be used. Provider is to follow state and local regulations with the use of herbicides and/or pesticides. The Authority shall also be provided with all safety data sheets (SDS) for chemicals used on site. Provider shall have a certified arborist on staff or subcontracted and provide documentation of such.

**Appearance**

All personnel must wear easily identifiable company uniforms and safety vests or sashes when working on airport property. Uniforms should be neat in appearance.

**Safety/Security**

A certain amount of the scope of work is located inside the secure perimeter fence (airside). Any personnel working airside will need to undergo training provided by the Authority. Only those employees who successfully pass the training will be permitted to work airside. Any employee who creates a safety or security concern may be retrained or removed from airport property. This decision rests solely with the airport's Director of General Aviation or designee.

Before digging the successful Bidder must ascertain the location of all drains, electrical cables, conduits, utility lines, supply lines, and other subsurface structures. The successful Bidder is responsible for contacting Sunshine Locating Services at 811 or 1-800-432-4770 and LCPA for locations so proper advance owner notifications and precautions may be taken to avoid disturbing or damaging any of these elements or improvements. The successful Bidder shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to LCPA.

**Invoicing/Billing**

Invoicing shall be monthly for work performed the previous month. Invoices shall be itemized and must detail the work performed, material used, and man-hours expended.

**Addition of Maintenance Areas**

The Authority's Project Manager may add additional maintenance areas to the Scope of Work. Additions will be priced separately using the unit price per square foot amount listed on the bid form and may be implemented at a future date at the sole discretion of the Authority. The Scope of Work for additional areas includes but is not limited to the following: mowing, edging, string trimming, weed prevention, and removal, pest and disease eradication, pruning and trimming of plants, trees, and grasses, fertilization, mulching, irrigation maintenance and repair, and general clean-up.

The Authority reserves the right to suspend a maintenance area or request the resumption of service to a previously maintained area, at any given time during the term of the Contract.

Provider will commence maintenance of any new maintenance area after execution of the written contract amendment authorizing such work.

At the Project Manager's discretion, maintenance areas may be deleted from the Agreement at any time, either for the remaining term of the Agreement or for any lesser duration. At the Project Manager's request, service to maintenance areas temporarily deleted shall be resumed for the original price bid and accepted by the Authority. The monthly fee for maintaining the deleted area or areas shall be deducted from the appropriate month's invoice based on the accepted bid price for the area(s) being deleted or suspended, for the time period such area(s) are not maintained.

The Authority's Project Manager will give the Provider thirty (30) calendar days written notice prior to deletion, addition, or suspension of any maintenance area for any given period of time.

**C.05 ADDITIONAL SPECIFICATIONS FOR AREA 1****Soil Analysis and Amendments**

The Provider will conduct two (2) soil analyses annually, September and March, in Area 1 Page Field North, encompassing both grass and planter beds. The costs for the soil

analyses are to be included in the base bid. The results of these analyses will be presented to the Lee County Port Authority and utilized to formulate soil amendment recommendations. If certain plantings are struggling due to initial soil conditions, Provider must provide recommendations to replace existing plants with a variety more suitable to existing conditions and/or recommend soil amendment and suitable plant replacement. These soil amendments/plantings are not considered part of the base bid and will not be used in evaluating the base bid. However, at the Authority's option, Provider may be asked to supply time and material pricing for soil amendments/new plantings for Authority's consideration. Compensation for all soil amendments/new plantings authorized by the Authority must be based on the labor and material pricing indicated on the bid form.

#### **Mulch**

Dead leaves and other debris shall be removed from the mulch in the terminal area landscaped beds and parking lot islands during each visit.

Pine Bark Nugget Mulch shall be raked each visit to maintain a fresh appearance and cover the bare soil. Apply Provider supplied fresh mulch twice annually to maintain fresh appearance at a depth of three (3) to four (4) inches or a sufficient amount of product to provide complete and continuous coverage to the satisfaction of the Authority's Project Manager.

Mulch will be applied twice annually in December and June.

### **C.06 ADDITIONAL SPECIFICATIONS FOR AREA 6**

This area includes Page Field's General Aviation Terminal and related facilities and is considered the "front door" to Page Field. As such, maintenance of this area is expected to be maintained at the highest level of immaculate and manicured to replicate standards one would expect at a high-end country club, resort, or community.

#### **Mowing**

Floritam is to be mowed weekly throughout the year. Any trash or debris shall be picked up to avoid shredding or discharging objects. Avoid blowing cut grass into landscaped beds and tree circles. Finish cut shall be three and one half (3½) to four (4) inches and uniform with no scalping. Rake and remove clippings. Edge with mechanical edger each visit. Edge should be sharp, uniform, and consistent. Curbing, paved areas, sidewalks, landscape beds, and tree circles must be left free of grass and debris.

**Note:** All equipment must be cleaned prior to mowing Floritam. All Floritam will be mowed using a push mower. Riding mowers are not allowed on the Floritam.

#### **Lake Perimeters**

Perform weed eradication/prevention to maintain between 95%-100% weed-free conditions around the lakes and associated rip-rap by hand pulling and use of appropriate chemicals.

#### **Soil Analysis and Amendments**

The Provider will conduct two (2) soil analyses annually, September and March, in the Area 6 Base Operations building, encompassing both grass and planter beds. The results of these analyses will be presented to the Lee County Port Authority and utilized to formulate soil amendment recommendations. If certain plantings are struggling due to initial soil conditions, Provider will provide recommendations to replace existing plants with a variety more suitable to existing conditions and/or recommend soil amendment and suitable plant replacement. These soil amendments/plantings are not considered part of the base bid and will not be used in evaluating the base bid. However, at the Provider's option, Provider may supply time and material pricing for soil amendments/plantings for Authority's future

consideration. All soil amendments/plantings are to be performed with prior approval from the Authority.

#### **Mulch**

Dead leaves and other debris shall be removed from the mulch in the terminal area landscaped beds and parking lot islands during each visit.

Pine Bark Nugget Mulch shall be raked each visit to maintain a fresh appearance and cover the bare soil. Apply Provider supplied fresh mulch twice annually to maintain fresh appearance at a depth of three (3) to four (4) inches or a sufficient amount of product to provide complete and continuous coverage to the satisfaction of the Authority's Project Manager.

Mulch will be applied twice annually in December and June.

### **C.07 EMERGENCY LANDSCAPE SERVICES**

Emergency landscape services may be requested by the Authority on an "as needed" basis following a manmade or natural disaster event. Provider is required to give the Authority priority and Contractor must be able to respond within four (4) hours of notice and achieve full mobilization within twelve (12) hours from the time notification was given by the Authority. Provider must have enough labor, equipment, and materials on hand to handle emergency work and make all efforts to complete all work directed as soon as feasibly possible.

Services to include but are not limited to cleanup and removal of hanging/damaged limbs and branches or other vegetative debris, clearing and grubbing shall include all trees, stumps, brush, roots, vegetation, and logs included within scope of each task determined by the Authority. If a tree is severely damaged or poses a safety risk, it will need to be removed safely and expeditiously. Stump removal requires Contractor to backfill and grade the hole. Pruning and bracing must be performed when necessary to stabilize weakened trees and prevent further damage.

Emergency landscape services include proper disposal of all associated debris. Disposal and haul-off shall follow all applicable federal, state, and local regulating agencies for all yard waste at approved sites or facilities. Disposal of debris must be performed timely to prevent the occurrence of fire hazard or environmental contamination. The Authority is seeking a unit price per cubic yard for debris removal, which will include collection of debris, bundling, and removal of and transporting debris off-site. Disposal costs must initially be paid by the Provider; however, paid receipts and disposal tickets are to be provided to the Authority for reimbursement along with proof of proper disposal which is required prior to approval of any invoices.

Compensation for emergency landscape services work performed in accordance with this section will be made based on the daily rate price bid which includes one supervisor and three landscapers. Partial days may be billed in quarterly increments. A full day is considered to be 7:00 a.m. to 4:00 p.m. A quarter-day is 2.25 hours and will be compensated at 25% of the full-day price bid. A half day will be billable at 50% of the full daily rate bid price accepted and awarded by the Authority. Additional compensation will be made as necessary for additional labor requested by the Authority.



The Provider shall maintain, on a twenty-four (24) hour on-call basis, by cellular telephone, a staff sufficient to address emergency contingencies (hurricanes, tornados, floods, severe weather, etc.) that may arise. Provider is required to take before and after photographs of the areas being serviced and keep accurate records of services rendered for invoicing and insurance purposes.

In the event emergency irrigation system repair and/or restoration is needed, such services will be performed and compensated in accordance with C.04, Irrigation Repairs, set forth above.

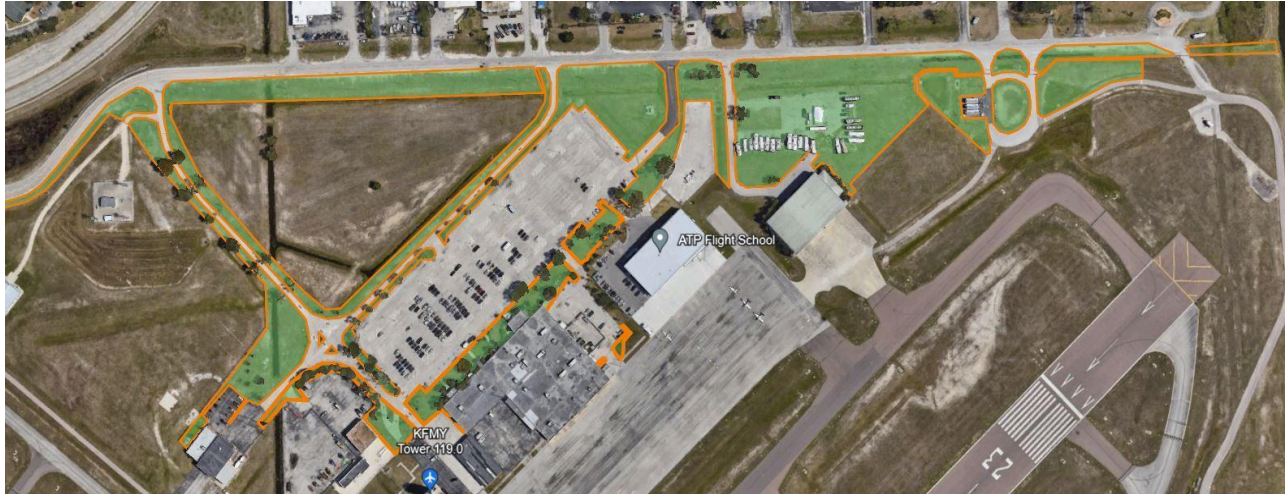
Provider will employ and maintain a qualified supervisor at the work site who is knowledgeable of the health and stability of trees and able to direct the actions required to complete the work, having full authority to act on behalf of the Provider.

#### **C.08 LIQUIDATED DAMAGES**

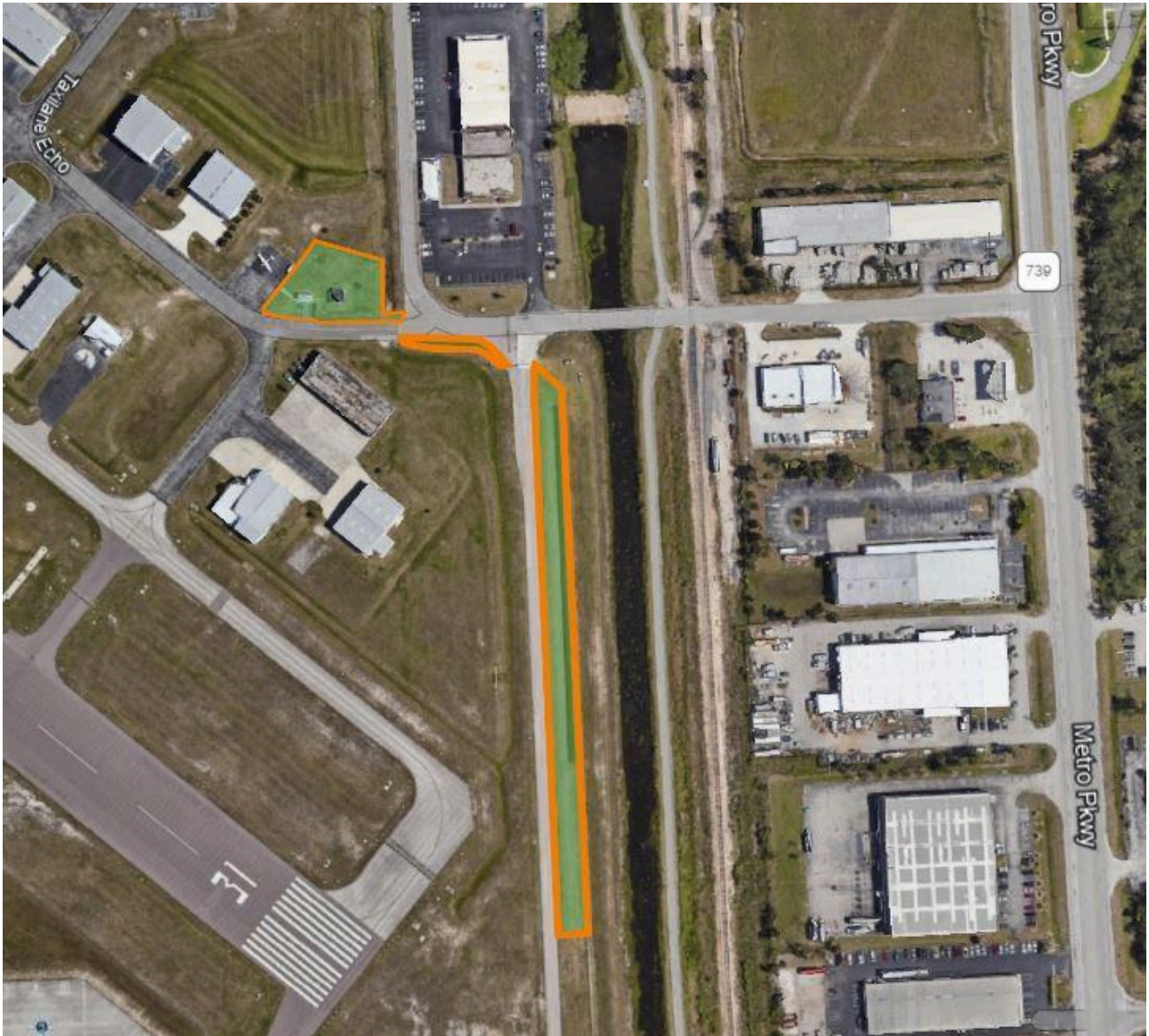
All work that does not meet the standards set out in this scope of work must be corrected before the Authority will authorize payment. The Authority has the right to deny payment for any work or portion of work not completed per the terms outlined in the Agreement. The successful Bidder may be assessed liquidated damages for failure to complete the work within the scheduled time period or for failure to perform corrective work within seven (7) calendar days from the date of written notice from the Authority specifying the corrective work required. Liquidated damages shall be assessed or deducted from any amounts due to the successful Bidder of \$100.00 for each consecutive calendar day from the date of written notice until the work is completed in accordance with the requirements herein to the satisfaction of the Authority. Liquidated damages will be assessed not as a penalty but are an estimate of damage to the Authority if the work is not completed timely. The work shall be deemed complete on the date the Authority accepts it.

**ATTACHMENT A  
SERVICE LOCATIONS**

**Area 1**



## Area 2





### Area 3



### Area 3 East



### Area 3 West





## Area 4





**Area 5**





**Area 6**



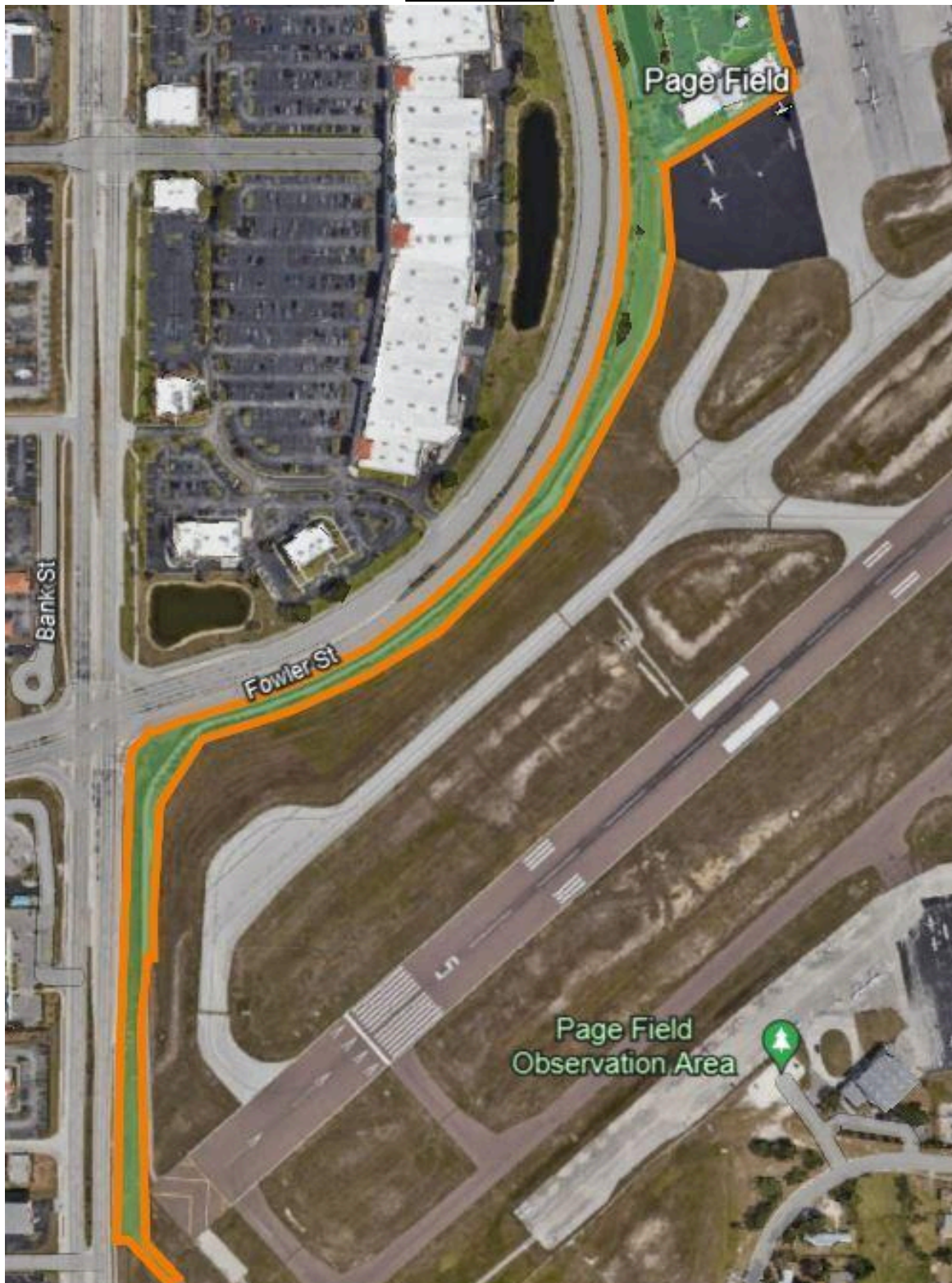


**Area 6 North**





**Area 6 South**



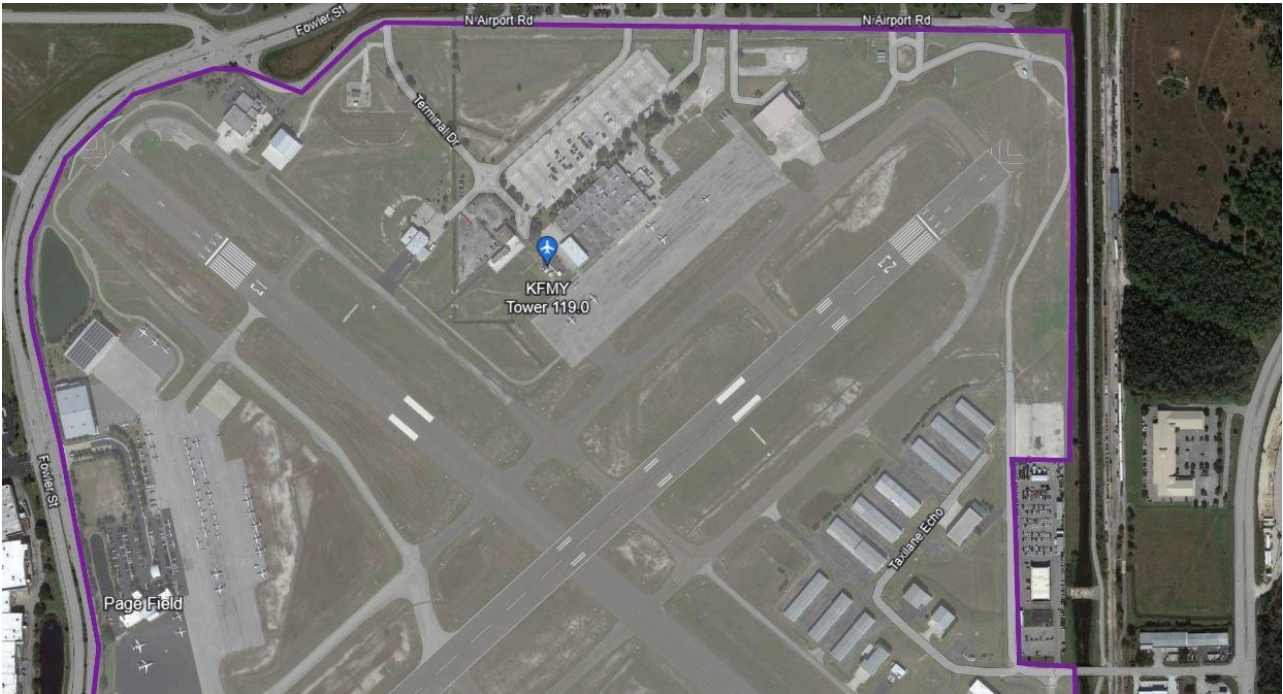


**Palm Tree Trim Area - All palms within purple border**

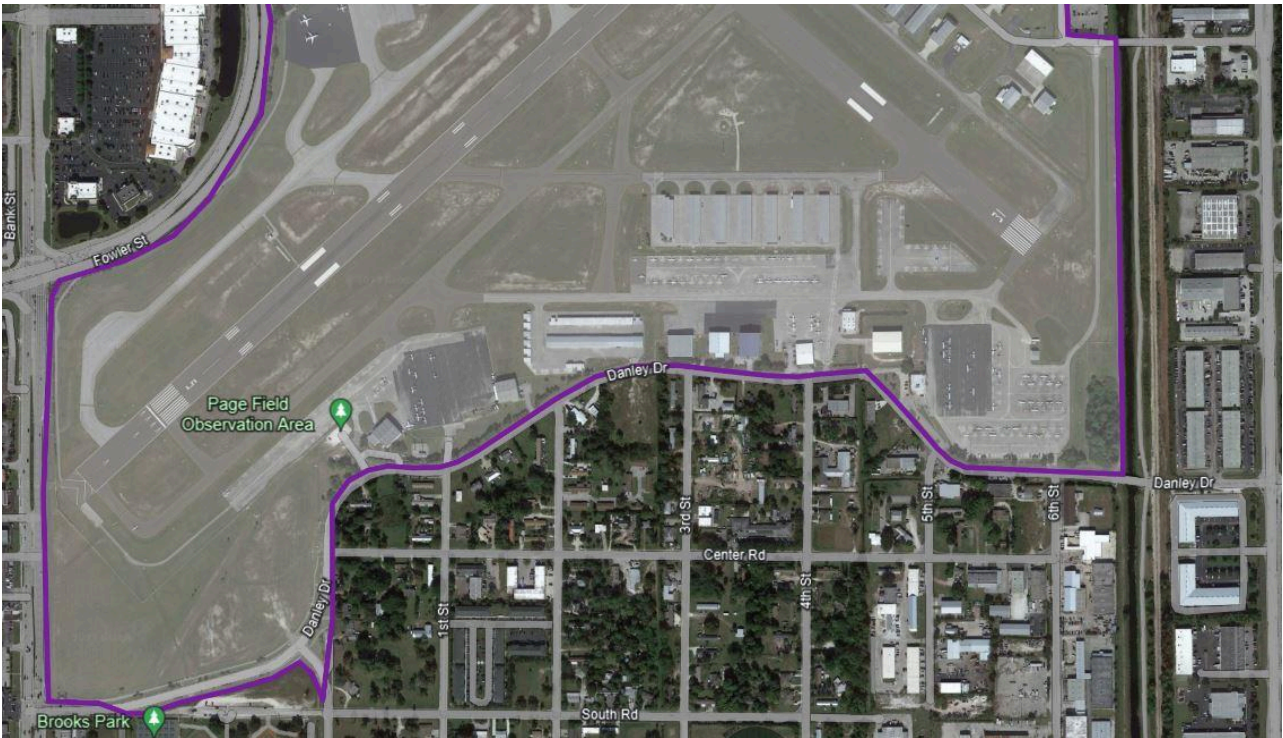




**North Palm Trim Area**



**South Palm Trim Area**



**EXHIBIT B**  
**COMPENSATION SCHEDULE**

<b>FIXED MONTHLY RATE PER AREA</b>		
<b>Bid Item#</b>	<b>Description</b>	<b>Monthly Price</b>
1	Area 1 - Page Field North and Fuel Farm	\$2,087.67
2	Area 2 - East Perimeter Road	\$1,757.49
3	Area 3 - Danley Drive	\$2,187.49
4	Area 4 - South Road	\$2,173.60
5	Area 5 - Perimeter Fence	\$1,577.89
6	Area 6 - Base Operations Terminal Area	\$4,177.67
<b>Grand Total (Areas 1 - 6) Per Month</b>		<b>\$13,961.81</b>

<b>ALTERNATE ITEMS</b>			
<b>Bid Item#</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Price/Markup</b>
1	Addition of Maintenance Areas	Square Foot	\$10.97
2A	Irrigation Repairs	Hourly Labor Rate	\$60.00
2B	Irrigation Repairs	Material Markup Percentage over cost	25%

3A	Soil Amendments/New Plantings	Hourly Labor Rate	\$55.00
3B	Soil Amendments/New Plantings	Material Markup Percentage over cost	25%
4A	Emergency Services Daily Rate (7:00 a.m. to 4:00 p.m.): (1) Supervisor and (3) Laborers with necessary tools and equipment	Daily Rate	\$2,914.22
4B	Emergency Service Equipment Rental	Material Markup Percentage over cost	25%
4C	Emergency Services Debris Removal/Disposal	Per Cubic Yard	\$15.77
4D	Emergency Work Labor Hours for Additional Supervisor	Hourly Labor Rate	\$100.00
4E	Emergency Work Labor Hours for Additional Laborer	Hourly Labor Rate	\$85.00

# EXHIBIT C

## CERTIFICATE OF INSURANCE



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/16/2024

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).

<b>PRODUCER</b> Southern Insurance Providers, LLC 12555 Orange Dr  Davie FL 33330	<b>CONTACT</b> NAME: Adrian Guerrero PHONE (A/C, No. Ext): (954) 451-1408 FAX (A/C, No): 954-451-0952 E-MAIL ADDRESS: Karla@insprovider.com														
<b>INSURED</b> Grow Care Outdoor Solutions LLC 2011 NE 34th Street Cape Coral, FL 33909	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: NAUTILUS INSURANCE COMPANY</td> <td>17370</td> </tr> <tr> <td>INSURER B: INFINITY INSURANCE COMPANY</td> <td>11738</td> </tr> <tr> <td>INSURER C: SCOTTSDALE INSURANCE COMPANY</td> <td>41297</td> </tr> <tr> <td>INSURER D: ICW - INSURANCE COMPANY OF THE WEST</td> <td>27847</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: NAUTILUS INSURANCE COMPANY	17370	INSURER B: INFINITY INSURANCE COMPANY	11738	INSURER C: SCOTTSDALE INSURANCE COMPANY	41297	INSURER D: ICW - INSURANCE COMPANY OF THE WEST	27847	INSURER E:		INSURER F:	
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INSURER F:															

**COVERAGES**

**CERTIFICATE NUMBER:**

**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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	X	NN1579909	07/25/2023	07/25/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	509820075549001	07/25/2023	07/25/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ P.I.P. \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	X	X	CXS4005963	07/25/2023	07/25/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
	DED RETENTION \$						
D	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WFL 5072403 00	07/25/2023	07/25/2024	<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
	Y/N <input checked="" type="checkbox"/> Y						
A	Equipment / Inland Marine			NN1579909	07/25/2023	07/25/2024	Scheduled \$177,436 Deductible \$2,500

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

Including all these services: Landscaping, Tree Trimming, Pest Control, Exterior Cleaning, Lawn Maintenance, and Irrigation  
 Lee County Port Authority, its officers, officials and employees, are covered as an additional insured with respects to liability arising out of the work or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.

**CERTIFICATE HOLDER**

**CANCELLATION**

Lee County Port Authority 11000 Terminal Access Road, Suite 8671 Fort Myers, FL 33913	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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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND POLLUTION LIABILITY COVERAGE

#### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Including all these services: Landscaping, Tree Trimming, Pest Control, Exterior Cleaning, Lawn Maintenance, and Irrigation Lee County Port Authority, its officers, officials and employees, are covered as an additional insured with respects to liability arising out of the work or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.</p>	<p>In respect to any location where the named insured is performing "your work".</p>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.



- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND  
POLLUTION LIABILITY COVERAGE

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
^ Including all these services: Landscaping, Tree Trimming, Pest Control, Exterior Cleaning, Lawn Maintenance, and Irrigation Lee County Port Authority, its officers, officials and employees, are covered as an additional insured with respects to liability arising out of the work or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.	In respect to any location where the named insured is performing "your work".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
  2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY/NON-CONTRIBUTORY COVERAGE  
NAMED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH  
BROADENING ENDORSEMENT AND POLLUTION LIABILITY  
COVERAGE**

PRIMARY/NON-CONTRIBUTORY – If required by written contract or agreement, effective prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional insureds under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

**SCHEDULE**

**Name of Person or Organization:**

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM WITH BROADENING ENDORSEMENT AND  
POLLUTION LIABILITY COVERAGE

### **SCHEDULE**

**Name Of Person Or Organization:**

- 1.** An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a.** That request is made prior to the date your operations for that person or organization commenced; and
  - b.** A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
- 2.** A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a.** That request is made prior to the date your operations for that person or organization commenced; and
  - b.** A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Including all these services: Landscaping, Tree Trimming, Pest Control, Exterior Cleaning, Lawn Maintenance, and Irrigation  
Lee County Port Authority, its officers, officials and employees, are covered as an additional insured with respects to liability arising out of the work or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such Work or Operations.

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**Schedule**

Including all these services: Landscaping, Tree Trimming, Pest Control, Exterior Cleaning, Lawn Maintenance, and Irrigation  
Lee County Port Authority, its officers, officials and employees, are covered as an additional insured with respects to liability  
arising out of the work or operations performed by or on behalf of the insured, including materials, parts or equipment furnished in connection with such  
Work or Operations.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.  
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **07/25/2023** Policy No. **WFL 507240300**  
Insured **Grow Care Outdoor Solutions LLC**  
Insurance Company **Insurance Company Of The West**

Endorsement No.  
Premium \$ **INCL.**

Countersigned By \_\_\_\_\_