

COVID-19 NOTICE:

The January 20, 2021 Village Council Meeting will be conducted physically in Council Chambers at Village Hall, 9401 Corkscrew Palms Circle, with an opportunity to participate virtually. The meeting will be broadcasted live via the Village of Estero website link: <u>https://estero-fl.gov/council/watch-meetings-online/</u>. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19. Please see page 4 of this agenda for further information and instructions for public participation.

AGENDA

VILLAGE COUNCIL MEETING

9401 Corkscrew Palms Circle, Estero, Florida

January 20, 2021 9:30 a.m.

Village Council: District 1 – Bill Ribble, Mayor; District 2 – Howard Levitan; District 3 – Jon McLain; District 4 – Katy Errington, Vice Mayor; District 5 – James Boesch; District 6 – Nick Batos; District 7 – Jim Wilson

1. CALL TO ORDER

INVOCATION – Pastor Kevin Morris Hope United Church

PLEDGE OF ALLEGIANCE

ROLL CALL

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

3. PUBLIC COMMENT ON NON-AGENDA ITEMS

4. CONSENT AGENDA:

- (a) January 6, 2021 Council Meeting Minutes
- (b) January 13, 2021 Council Meeting Minutes

5. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

6. ACTION ITEMS:

(a) RFB 2021-01 Mowing, Landscape, and Irrigation Maintenance

Recommended Action: Approve award of Request for Bid No. RFB 2021-01, Mowing, Landscape, and Irrigation Maintenance for the Village of Estero to P & T Lawn and Tractor Service, Inc. to provide mowing, landscape, and irrigation maintenance services as provided in the contract for a one-year period, at a rate of \$127,075.00 per year. Authorize the Village Manager to renegotiate and execute the renewal of this contract for three additional one year terms under the same terms and conditions, which would include adding Estero Parkway maintenance and US 41 maintenance, if doing so is in the best interest of the Village of Estero.

Approve a contingency fund amount of \$13,000 (10% contingency) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Financial Impact: The financial impact of the proposed contract is approximately \$140,075 (bid plus 10% contingency).

The Village is approximately four months into Fiscal Year 2020-2021. Approximately \$98,000 of the proposed contract will be in Fiscal Year 2020-2021 and \$42,075 in Fiscal Year 2021-2022.

The Fiscal Year 2020-2021 mowing, landscape and irrigation maintenance budget is \$138,600.

(b) Estero Crossing - Corkscrew Road/Puente Lane Traffic Signal Agreement

Recommended Action: Approve the Agreement between the Village of Estero and SD Estero Crossings LLC for the payment of construction costs for the construction of the Corkscrew Road/Puente Lane Traffic Signal.

Authorize the Mayor to execute this agreement on behalf of the Village of Estero Council.

Financial Impact: The Village of Estero will receive payment from SD Estero Crossings LLC in the amount of \$180,652.67 to pay for their share of the Corkscrew Road Puente Lane Traffic Signal construction cost.

7. SECOND READING AND PUBLIC HEARING

(a) Second reading and public hearing of Ordinance 2020-11

Ordinance No. 2020-11 An Ordinance of the Village Council of the Village of Estero, Florida, Amending Ordinance 2019-29 To Revise Certain Transportation Conditions for The Estero Crossing Mixed Use Planned Development On Property Located 1,000 Feet West of Interstate 75 And South of Corkscrew Road Consisting of Approximately 43 Acres; Providing for Conflicts; Providing for Severability; And Providing an Effective Date.

Recommended Action: Approve Ordinance 2020-11

Financial Impact: Minor cost for newspaper advertisement

(b) Second reading and public hearing of Ordinance 2021-01, updating the Capital Improvements Schedule for Fiscal Year 2020/2021 and adopting the most recent Lee County School District CIP.

An Ordinance of the Village Council of the Village of Estero, Florida, Approving Updates to The Capital Improvements Element to Update the Capital Improvements Schedule for Fiscal Year 2020/2021 And Adopt the Most Recent Lee County School District Capital Improvement Plan; Providing for Conflict; Providing for Severability; And Providing an Effective Date.

Recommended Action: Approve Ordinance 2021-01

Financial Impact: Minor cost for newspaper advertisement

8. PUBLIC COMMENT ON NON-AGENDA ITEMS

9. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

- **10. VILLAGE ATTORNEY'S REPORT**
- 11. VILLAGE MANAGER'S REPORT
- **12. ADJOURNMENT**

To view and/or participate in the Council Meeting on January 20, 2021, which begins at 9:30 a.m., the following options are available:

1) View the meeting online, but not participate:

You may watch the meeting via the Village of Estero website link: <u>https://estero-fl.gov/council/watch-meetings-online/</u>

- 2) View the meeting online as indicated above and provide public comment during the meeting by utilizing the eComment Card feature on the Village website: <u>https://estero-fl.gov/ecomment-cards/</u> Please fill out all required information. Comments received during the agenda item being discussed will be read into the record.
- **3)** The Council Chambers will be available for public comment, in accordance with social distancing orders. Participants are recommended to wear their own-supplied mask.

For additional information or for special assistance prior to the meeting, please contact Carol Sacco, Executive Assistant, <u>sacco@estero-fl.gov</u> or 239-221-5035.

If you desire to address the Council, please complete a Public Comment Card and return it to the Village Clerk. Citizens desiring to speak must step up to the podium, state their full name and address, and whom he or she represents.

ADA Assistance – Anyone needing special assistance at the Board meeting due to a disability or physical impairment should contact Executive Assistant, Carol Sacco, 239-221-5035, at least 48 hours prior to the meeting.

Pursuant to Section 286.0105, Florida Statutes:

"If a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a recording of the proceeding, and that, for such purpose, he or she may need to ensure that a verbatim recording of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based."

Final Action Agenda/Minutes are supplemented by audio and video recordings of the meetings, as well as transcripts. Video recordings of Village Council meetings from June 8, 2016 forward, as well agendas, staff reports, resolutions, ordinances, and other documents related to the meetings can be viewed online at https://estero-fl.gov/agendas/ at the corresponding meeting date.

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FINAL ACTION AGENDA/MINUTES

VILLAGE COUNCIL MEETING

Village of Estero Council Chambers 9401 Corkscrew Palms Circle Estero, FL 33928 January 6, 2021 9:30 a.m.

1. CALL TO ORDER

INVOCATION: Pastor Nolen Rollins Legacy Church

PLEDGE OF ALLEGIANCE: Led by Vice Mayor Errington and Mayor Ribble

ROLL CALL: Present: Mayor Bill Ribble - District 1, Vice Mayor Katy Errington -District 4, Councilmember Howard Levitan (via Zoom) - District 2, Councilmember Jon McLain - District 3, Councilmember Jim Boesch - District 5, Councilmember Nick Batos - District 6, and Councilmember Jim Wilson (via Zoom) - District 7.

Also present: Village Manager Steve Sarkozy, Village Attorney Burt Saunders, Village Attorney Derek Rooney, Deputy Village Manager Kyle Coleman, Community Development Director Mary Gibbs, Deputy Village Clerk Tammy Duran, and Executive Assistant to the Village Manager Carol Sacco.

2. APPROVAL OF AGENDA, ADDITIONS, AND DELETIONS

Motion: Motion to approve agenda.

Motion by:	Vice Mayor Errington
Seconded by:	Councilmember Nick Batos

Action: Approved agenda.

- Vote: (Roll Call)
- Aye: Councilmembers Levitan, McLain, Boesch, Batos, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions:

3. RECOGNITIONS:

(a) Ben Allen from "The Voice" television show Presentation of "Key to City"

Council Questions or Comments:

Councilmember Boesch, Vice Mayor Errington, and Mayor Ribble

4. PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

5. CONSENT AGENDA:

- (a) December 2, 2020 Council Meeting Minutes
- (b) December 9, 2020 Council Meeting Minutes
- (c) December 30, 2020 Council Meeting Minutes
- (d) Financial Report for Month ended November 2020

Motion: Move to approve the Consent Agenda.

Motion by:	Councilmember Nick Batos
Seconded by:	Councilmember Jim Boesch

Action: Approved the Consent Agenda.

- Vote: (Roll Call)
- Aye: Councilmembers Levitan, McLain, Boesch, Batos, Wilson, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions:

6. CONSIDERATION OF ITEMS DEFERRED FROM CONSENT AGENDA

7. ACTION ITEMS:

(a) Estero Chamber of Commerce Strategic Plan for Future Growth and Impact

Recommended Action: Estero Chamber of Commerce approval of financial support for Strategic Plans for Future Growth and Impact.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager

Council Questions or Comments:

Councilmember McLain and Mayor Ribble

Public Comment: None.

Motion: Motion for approval for financial support Estero Chamber of Commerce Strategic Plans for Future Growth and Impact.

Motion by:	Councilmember Jim Boesch
Seconded by:	Vice Mayor Katy Errington

- Action: Approved motion for financial support Estero Chamber of Commerce Strategic Plans for Future Growth and Impact.
 - Vote: (Roll Call)
 - Aye: Councilmembers Levitan, McLain, Boesch, Batos, Wilson, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions:

7. FIRST READING OF ORDINANCES:

(a) First Reading of Ordinance 2020-11 for Estero Crossing relating to the traffic signal at Corkscrew Road and Puente Lane

An Ordinance of the Village Council of the Village of Estero, Florida, Amending Ordinance 2019-29 to Revise Certain Transportation Conditions for the Estero Crossing Mixed Use Planned Development on Property Located 1,000 Feet West of Interstate 75 and South of Corkscrew Road Consisting of Approximately 43 Acres; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager Mary Gibbs, Community Development Director Derek Rooney, Village Attorney

Council Questions or Comments: Councilmember Levitan, Vice Mayor Errington, and Mayor Ribble

Public Comment: None

Motion: Motion to pass first reading of Ordinance No. 2020-11 and schedule second reading/public hearing for January 20, 2021.

Motion by:	Councilmember Jon McLain
Seconded by:	Councilmember Nick Batos

- Action: Passed first reading of Ordinance No. 2020-11 and schedule second reading/public hearing for January 20, 2020.
 - Vote: (Roll Call)
 - Aye: Councilmembers Levitan, McLain, Boesch, Batos, Wilson, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions:

(b) First Reading of Ordinance No. 2021-01, incorporating the Capital Improvement Program approved for Fiscal Year 2020/2021 into the Village of Estero Comprehensive Plan

An Ordinance of the Village Council of the Village of Estero, Florida, Approving Updates to the Capital Improvements Element to Update the Capital Improvements Schedule for Fiscal Year 2020/2021 and Adopt the Most Recent Lee County School District Capital Improvement Plan; Providing for Conflict; Providing for Severability; And Providing an Effective Date.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager Mary Gibbs, Community Development Director

Council Questions or Comments:

Councilmember McLain

Public Comment: None.

Motion: Motion to pass first reading of Ordinance No. 2021-01 and schedule second reading/public hearing for January 20, 2021.

Motion by:Vice Mayor Katy ErringtonSeconded by:Councilmember Jim Wilson

Action: Passed first reading of Ordinance No. 2021-01 and schedule second reading/public hearing for January 20, 2020.

Vote: (Roll Call)

Aye: Councilmembers Levitan, McLain, Boesch, Batos, Wilson, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions:

9. PUBLIC HEARINGS

 (a) Firestone Rezoning Case (continued from 12/02/2020 and 12/09/2020 Village Council Meetings)

Second reading of Ordinance No. 2020-09 an Ordinance of the Village Council of the Village of Estero, Florida, Considering a Zoning Amendment to the Estero Town Center Commercial Planned Development, to allow Auto Repair and Service, Group I, as A Stand-Alone Use on Property Located in the Southeast Quadrant of Corkscrew Road and Three Oaks Parkway and Consisting of Approximately 1.14 Acres; Providing for Conflicts; Providing for Severability; and Providing an Effective Date.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager Mary Gibbs, Community Development Director

Council Questions or Comments:

Councilmembers Levitan, Wilson, and Mayor Ribble.

Public Comment: None.

Motion: Motion to approve a continuance until February 3 with the goal of making a final decision.

Motion by:Councilmember Howard LevitanSeconded by:Councilmember Jim Boesch

- Action: Approved motion for a continuance until February 3 with the goal of making a final decision.
 - Vote: (Roll Call)
 - Aye: Councilmembers Levitan, McLain, Boesch, Batos, Wilson, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions:

(b) Second Public Hearing to consider Ordinance 2020-07 to adopt a Comprehensive Plan Amendment for annexed property located at 4528 and 4408-4410 Coconut Road.

An Ordinance of the Village Council of the Village of Estero, Florida, Adopting an Amendment to the Village of Estero Comprehensive Plan to Add Two Annexed Properties to T\the Future Land Use Map and Designate Village Neighborhood 1 as the Land Use Category for the Properties Described in Exhibit A and made a Part Hereof; Providing for Severability; Providing for Conflicts; and Providing an Effective Date.

Staff Presentation/Comments:

Steve Sarkozy, Village Manager Mary Gibbs, Community Development Director

Council Questions or Comments: None.

Public Comment: None.

Motion: Motion to adopt Ordinance 2020-07.

Motion by:Councilmember Howard LevitanSeconded by:Councilmember Jim Boesch

Action: Adopted Ordinance 2020-07.

Vote: (Roll Call)

Aye: Councilmembers Levitan, McLain, Boesch, Batos, Wilson, Vice Mayor Errington, and Mayor Ribble

Nay:

Abstentions:

10. PUBLIC COMMENT ON NON-AGENDA ITEMS: None.

11. COUNCIL COMMUNICATIONS / FUTURE AGENDA ITEMS

Councilmembers Levitan, McLain, Boesch, Batos, Wilson, Vice Mayor Errington, and Mayor Ribble

12. VILLAGE ATTORNEY'S REPORT:

Senate Bill 406

13. VILLAGE MANAGER'S REPORT: None.

13. ADJOURNMENT at 10:26 am.

ATTEST:

VILLAGE OF ESTERO, FLORIDA

By: ______ Steve Sarkozy, Acting Village Clerk

(td/SS)

Bill Ribble, Mayor

By: _____

AGENDA ITEM SUMMARY SHEET VILLAGE COUNCIL MEETING January 20, 2021

Agenda Item:

Mowing, Landscape, and Irrigation Maintenance RFB 2021-01

Description:

The Village of Estero contracts with private landscape maintenance companies to perform roadway landscape maintenance activities. The current contract was executed under Request for Bid (RFB) 2017-06. The Village has previously executed the allowable number of contract extension under that bid.

The Village advertised the competitive bid for annual mowing, landscape, and irrigation maintenance for those roads on November 23, 2020 and received bids on December 22, 2020.

The awarded vendor will provide mowing (median and roadside), trash pick-up, tree trimming, landscape maintenance, and irrigation maintenance. The general scope of services for this project includes the following.

- Mowing and trash pickup along all Village owned/maintained roadways (excluding Estero Parkway)
- Tree trimming to maintain vehicle and pedestrian access
- Tree trimming to maintain traffic sign visibility
- Maintenance of Estero Parkway Landscaping after construction maintenance is completed (FY 2022)
- Maintenance of US 41 Landscaping after construction maintenance period is complete (FY 2022)

The Village received one bid, from the Village's current service provider P & T Lawn and Tractor Service, Inc. Following is a summary of the bid.

- Mowing, edging, tree trimming & debris pick-up (all Village Roads, except Estero Parkway) \$127,075.00
- Estero Parkway Landscape Maintenance \$355,396.00
- US 41 Median Landscape Maintenance \$743,325.20

Estero Parkway and US 41 Landscape maintenance will be added to the contract after each construction maintenance period has ended.

The action requested completes the competitive bid process by approving award of the bid and accompanying contract to the lowest responsive and responsible bidder.

Staff has attached firm ownership disclosure of greater than 5% as recommended by the Village Attorney.

Action Requested:

Approve award of Request for Bid No. RFB 2021-01, Mowing, Landscape, and Irrigation Maintenance for the Village of Estero to P & T Lawn and Tractor Service, Inc. to provide mowing, landscape, and irrigation maintenance services as provided in the contract for a one-year period, at a rate of \$127,075.00 per year. Authorize the Village Manager to renegotiate and execute the renewal of this contract for three additional one year terms under the same terms and conditions, which would include adding Estero Parkway maintenance and US 41 maintenance, if doing so is in the best interest of the Village of Estero.

Approve a contingency fund amount of \$13,000 (10% contingency) to cover unforeseen circumstances which may occur.

Authorize the Village Manager to execute the contract documents on behalf of the Village of Estero Council.

Financial Impact:

The financial impact of the proposed contract is approximately \$140,075 (bid plus 10% contingency).

The Village is approximately four months into Fiscal Year 2020-2021. Approximately \$98,000 of the proposed contract will be in Fiscal Year 2020-2021 and \$42,075 in Fiscal Year 2021-2022.

The Fiscal Year 2020-2021 mowing, landscape and irrigation maintenance budget is \$138,600.

Attachments:

- 1. Bid from P & T Lawn and Tractor Service, Inc. Step One
- 2. Bid from P & T Lawn and Tractor Service, Inc. Step Two
- 3. Contract
- 4. Vendor Disclosure Form

THIS AGREEMENT, is made and entered into this _____ day of ______20___ by and between the Village of Estero, a municipal corporation of the State of Florida, whose address is 9401 Corkscrew Palms Circle #101, Estero, Florida 33928, hereinafter referred to as the "Village," and P & T Lawn and Tractor Service, Inc. whose address is 15980 Old Olga Road, Alva, FL 33920, hereinafter referred to as the "Bidder."

WITNESSETH

WHEREAS, the Village has determined that it is necessary to retain the Bidder for the purpose of providing Mowing, Landscape Maintenance and Irrigation Maintenance on an annual basis; and

WHEREAS, these services have been competitively bid in accordance with Ordinance 2015-06; and

WHEREAS, the Bidder is qualified, willing and able to provide and perform all such services in accordance with the terms and conditions of Village of Estero Bid No. RFB 2021-01; and

WHEREAS, the Bidder's proposal was reviewed and selected pursuant to Bid RFB 2021-01 on January 20, 2021 by the Village Council; and

WHEREAS, the Village, has determined that it would be in the best interest of the Village to award a contract to Bidder for the rendering of those services described in the Scope of Services until January 20, 2022 with the option to renew for three (3) additional one (1) year periods.

NOW, THEREFORE, the Village and the Bidder, in consideration of the mutual covenants contained herein, do agree as follows:

ARTICLE 1.

RECITALS & INCORPORATION OF DOCUMENTS

1.1. The above-stated recitals are incorporated by this reference and made part of this Agreement.

1.2 Village Bid Package RFB 2021-01 Annual Mowing, Landscape Maintenance, and Irrigation Maintenance – Step One and Step Two, consisting of pages 1 through and including 41 – Step One and pages 1 through and including 43 – Step Two with one addenda and the Proposal submitted by Bidder dated December 22, 2020 are hereby specifically made part of this Agreement as if same had been set forth at length herein.

1.3 In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

1) Bid Package RFB 2021-01 Annual Mowing, Landscape Maintenance, and Irrigation Maintenance and any Exhibits or Addenda thereto;

2) This Agreement and any Exhibits or Amendments thereto;

3) The Proposal submitted by Bidder.

ARTICLE 2. BIDDER'S SCOPE OF SERVICES

2.1. Bidder agrees to perform all the services and provide all the materials requested and described in the Scope of Work which is attached hereto as Exhibit A and incorporated herein by this reference, which are hereinafter collectively referred to as the "Scope of Services."

2.2. Bidder agrees to provide its services and materials in the times allowed for performance contained in the Scope of Services. The Bidder will make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the Village may decide. However, such extension will not operate as a waiver of any other rights of the Village.

2.3. In the event that Village desires Bidder to perform any additional services related to tasks not specifically contained in the Scope of Services, the Village Manager is authorized to approve such services based on the costs contained in Exhibit B provided the total amounts expended to do not exceed the limitation of paragraph 3.1.

ARTICLE 3. COMPENSATION AND PAYMENT OF BIDDER'S SERVICES

3.1. Village will pay Bidder for those tasks listed in the Scope of Services actually performed by Bidder. The total payment to Bidder will not exceed \$743,325.20 (plus any contingency amount which may be approved) annually for Bidder's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Bidder will be made on a monthly basis for those tasks listed completed in the preceding month. Services completed will be subject to review and approval by the Village Manager or his designee.

3.3 Payment for tasks will be on a Unit Price basis as per Exhibit B attached hereto.

3.4. Bidder must submit all billings for payment of services rendered on a monthly basis to the Village Finance Department (please email all billing invoices to: accountspayable@estero-fl.gov) for processing. Billings will be detailed as to the nature of the services performed and must refer to the specific tasks listed in the Scope of Services that were actually performed by Bidder. When hourly billing is utilized, Bidder must report the number of hours on each task in 6-minute increments (tenths of an hour) in its invoices. Billings must include a summary of any amounts previously billed and any credits for amounts previously paid.

3.5. Bidder acknowledges that each billing must be reviewed and approved by the Village Manager or his designee. Should the Village Manager or his designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Bidder must adjust billing accordingly. However, Bidder will be entitled to payment of any portion of a billing not in dispute.

3.6. Village will pay Bidder's monthly billings in accordance with Sections 218.70 through 218.80, Florida Statutes, known as the Local Government Prompt Payment Act.

3.7. It is expressly understood by the Village and the Bidder that funding for any successive fiscal years may be contingent upon appropriate of monies by the Village Council or other entities. In the event that funds are not available or appropriated, the Village reserve the right to terminate the Agreement without penalty or liability. Termination will occur (1) upon notice to the Bidder or automatically (2) on the last day of the then current fiscal year or (3) when the appropriation made for the then-current year or specific appropriation for the services covered by this Agreement is spent, whichever event occurs first.

ARTICLE 4. BIDDER'S RESPONSIBILITIES

4.1. Bidder will perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in their field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in their field of expertise, as represented to the Bidder, both orally and in writing, to be possessed by Bidder, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Bidder's profession. The same standards of care will be required of any subconsultant or subcontractor engaged by Bidder.

4.2. Bidder will be solely responsible for providing their own business equipment, including any vehicles necessary for the performance of their work, and for paying all expenses incurred while performing the services set forth in this Agreement. Expenses to be borne by Bidder include, but are not limited to, license fees, memberships, and dues; automobile and other travel expenses; meals and entertainment; and any applicable insurance premiums. Bidder will be reimbursed for certain allowable expenses upon submission to the Village, used in connection with the services performed pursuant to this Agreement.

4.3. Bidder will, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Bidder or any subconsultant or subcontractor engaged by Bidder for one year after the completion of Bidder's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of the Village's rights under any applicable statute of limitations. Village review of, approval of, acceptance of, or payment for any of Bidder's work product, services, or materials shall not be construed to operate as a waiver of any of the Village's rights under this Agreement, or cause of action Village may have arising out of the performance of this Agreement.

4.4. Bidder will, without additional compensation, correct and revise any minor deficiencies in its work product identified that can be addressed in process, even if the deficiencies would not be deemed to arise from a negligent act, error or omission of the Bidder. Minor deficiencies include but are not limited to changes in Americans with Disability Act requirements.

4.5. Bidder will be responsible for notifying the Village promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over any work task. The Village shall allow the Bidder to extend response times for valid, documented delays. The Village shall be the sole determiner of the validity of the delays.

ARTICLE 5. OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Bidder's services under this Agreement will become the property of and shall be delivered to the Village without restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of the Village.

5.2. Bidder agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement will be compatible with existing Village software and systems. It is anticipated that any software utilized will be run on windows based PC's and will consist of Microsoft Office 2013 (or newer) and Adobe Acrobat DC (or newer).

ARTICLE 6. VILLAGE'S RESPONSIBILITIES

6.1. The Village will perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Bidder.

6.2. The Village will furnish to Bidder, upon request of Bidder and at Village's expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the Village's possession. However, Bidder will be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. The Village will provide reasonable access and entry to all public property required by Bidder to perform the services described in this Agreement. All such access and entry shall be provided at the Village's expense. The Village will also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Bidder to perform the services described in this Agreement.

6.4. The Village will review all documents, plans, or other materials provided by Bidder in a timely manner so as to not delay the process of the Bidder.

ARTICLE 7. TERM / TERMINATION

7.1. The term of this Agreement will begin on the date and year first written above and shall be continued until superseded by a subsequent Village agreement, the monetary limit in 3.1 is reached, or unless otherwise terminated in accordance herewith.

7.2. The Village will have the right at any time upon thirty (30) calendar days written notice to the Bidder to terminate the services of the Bidder and, in that event, the Bidder must cease work and will deliver to the Village all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Bidder in connection with its services. The Village will, upon receipt of the aforesaid documents, pay to the Bidder, and the Bidder will accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.3. In the event that the Bidder has abandoned performance under this Agreement, then the Village may terminate this Agreement upon three (3) calendar day's written notice to the Bidder indicating its intention to terminate. The written notice will state the evidence indicating the Bidder's abandonment. Payment for services performed prior to the Bidder's abandonment will be as stated in Section 3 above.

ARTICLE 8. <u>NOTICES</u>

8.1. Any notice required or permitted to be sent herein shall be sent certified mail, return receipt requested to the parties at the addresses listed above to the designated contacts below:

Bidder: P & T Lawn and Tractor Service, Inc. Village: Steve Sarkozy

8.2. Each party shall immediately notify the other of any changes in address or designated contact.

ARTICLE 9. ASSIGNMENT

9.1. This Agreement, or any interest herein, will not be assigned, transferred or otherwise encumbered, under any circumstances by Bidder without the prior written consent of the Village. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by the Village. The Village and Bidder each binds themselves, their agents, successors, assigns and legal representatives to the other party hereto, their agents, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in this Agreement any obligations incorporated herein.

ARTICLE 10. EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

10.1. This Agreement represents the entire and integrated agreement between the Village and Bidder and supersedes all prior negotiations, representations or agreements, either written or oral.

10.2. In the event any provision of this Agreement be held invalid and unenforceable, the remaining provisions will remain valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant will not be construed by the other party as a waiver of any subsequent breach.

10.3. No modification, amendment or alteration in the terms or conditions contained herein will be effective unless contained in a written document executed by both parties.

10.4. This is a nonexclusive contract. The Village has the right to enter into contracts with other providers providing similar services.

ARTICLE 11. GOVERNING LAW / VENUE

11.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in Lee County, Florida.

ARTICLE 12. INDEPENDENT CONTRACTOR STATUS

12.1. Bidder is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the Village.

12.2. Neither the Village nor any of its employees will have any control over the conduct of Bidder or any of Bidder's employees, except as herein set forth, and Bidder expressly warrants not to represent at any time or in any manner that Bidder or any of Bidder's agents, servants or employees are in any manner agents, servants or employees of the Village. It is understood and agreed that Bidder is, and will remain at all times remain, a wholly independent contractor and that Bidder's obligations to the Village are solely as prescribed by this Agreement.

ARTICLE 13. AUDIT AND RECORDS REQUIREMENTS

13.1. Bidder will maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which will be available and accessible at Bidder's local offices for the purpose of inspection, audit, and copying during normal business hours by the Village, or any of its authorized representatives. Such records must be retained for a minimum of five (5) years after completion of the

services. Prior to destruction of any records, the Bidder will notify the Village and deliver to the Village any records the Village requests. Bidder will require all subconsultants and subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Bidder and the subconsultant or subcontractor.

13.2 If the records are unavailable locally, it will be the Bidder's responsibility to insure that all required records are provided at the Bidder's expense including payment of travel and maintenance costs incurred by the Village's authorized representatives or designees in accessing records maintained out of the county. The direct costs of copying records, excluding any overhead cost, will be at the Village's expense.

13.3. Bidder must fully cooperate with all public records requests by providing the necessary records to the Village promptly upon notice unless the records are exempt from Section 24 (a) of Article I of the State Constitution and Chapter 119, Florida Statutes. Failure by Consultant to promptly respond to notices requesting records constitutes grounds for unilateral cancellation by the Village at any time, with no recourse available to Bidder. Records may be provided in the form or format in which they are kept including electronic files. Bidder's right to claim an exemption from disclosure will not be deemed failure to comply with this article.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE ESTERO VILLAGE CLERK OF (CUSTODIAN PUBLIC RECORDS) AT 239-221-5035. records@estero-fl.gov, OR VILLAGE HALL, 9401 CORKSCREW PALMS CIRCLE, ESTERO, FL 33928.

ARTICLE 14. INDEMNIFICATION

14.1. For ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Bidder will pay on behalf of or indemnify and hold harmless the Village, its officials, officers, employees, agents and volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, including attorneys' fees and court costs (whether such fees and costs are incurred in negotiations, collection of attorneys' fees or at the trial level or on appeal), suits or liabilities, of whatever kind of nature, caused by any negligent or intentional act, error, omission, or default of Bidder or Bidder's officers, employees, agents, servants, volunteers or subcontractors or consultants, if any, caused by the performance or failure to perform under the terms of this Agreement.

14.2 Bidder must carry a commercial liability insurance policy in coverage amounts as determined by the Village Manager and naming the Village of Estero as additional insured.

PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

ARTICLE 15. EMPLOYEE RESTRICTIONS

15.1. The Village of Estero will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Village shall consider employment by any contractor or subconsultant or subcontractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA. Such violation by the Bidder of the employment provisions contained in Section 274A(e) of the INA will be grounds for termination of this Agreement by the Village.

15.2. If an owner (except a stockholder in a publicly traded corporation) or an employee of the Bidder has been convicted of any offenses requiring registration as a sexual offender or sexual predator, regardless of the location of conviction, the Bidder will ensure that the offender's or predator's work on the project is consistent with the terms of their probation and registry requirements.

15.3. The Bidder will incorporate the terms of paragraphs 15.1 and 15.2 into all contracts with any subconsultants or subcontractors.

ARTICLE 16. NO CONTINGENT FEES

16.1. Bidder certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Bidder 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 Bidder any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, Village has the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 17. TRUTH-IN-NEGOTIATION CERTIFICATE

17.1. If applicable, in accordance with Section 287.055(4), Florida Statutes, signature of this Agreement by Bidder shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to

exclude any significant sums by which Village determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused the execution of these premises as of the date and year first above written.

P & T Lawn and Tractor Service, Inc.

WITNESSES:	
Signed By:	Signed by:
Print Name:	Print Name:
Date:	Title:
Signed By:	Date:
Print Name:	
Date:	VILLAGE OF ESTERO
ATTEST:	By: Steve Sarkozy, Village Manager
Dur	Date:
By: Steve Sarkozy, Acting Village Clerk	
	APPROVED AS TO FORM AND LEGAL SUFFICIENCY
	By: Burt Saunders, Village Attorney
	, G

Exhibit List: Exhibit A – Scope of Services Exhibit B – Pricing Proposal

EXHIBIT A

ANNUAL MOWING, LANDSCAPE MAINTENANCE AND IRRIGATION MAINTENANCE

STATEMENT OF WORK

A. PROJECT OVERVIEW

To provide mowing, tree trimming, landscape maintenance, and irrigation maintenance for various roads located within the Village of Estero on an annual basis.

B. SCOPE OF SERVICES

Services shall include, but are not limited to: mowing, tree trimming, landscape maintenance, and irrigation maintenance for Village of Estero roadways.

C. SCHEDULE

As scheduled within the bid and as requested.

D. COMPENSATION

Unit Prices (see Exhibit B).

EXHIBIT B

PRICING PROPOSAL

Per pricing submitted in response to RFB 2021-01 – Unit Prices.

VILLAGE OF ESTERO, FLORIDA

PROPOSAL QUOTE FORM FOR ANNUAL MOWING, LANDSCAPE MAINTENANCE & IRRIGATION MAINTENANCE (STEP ONE – QUALIFICATIONS)

DATE SUBMITTED: December 22, 2020

VENDOR NAME: P & T Lawn and Tractor Service, Inc.

TO: The Village of Estero Estero, Florida

Having carefully examined the "General Provisions", and the "Special Provisions", all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: 1 (one),

FOR YOUR BID/QUALIFICATIONS TO BE CONSIDERED PLEASE SUBMIT THE INFORMATION AS REQUESTED HEREIN.

TO BE STARTED WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF NOTICE TO PROCEED/COMMENCEMENT.

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid.

Are there any modifications to the bid or specifications:

YES_____ NO____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Village.

MODIFICATIONS:

The Village of Estero 9401 Corkscrew Palms Circle Estero, FL 33928

(239) 319-2821 www.Estero-fl.gov

DATE: December 1, 2020 SOLICITATION NO.: RFB 2021-01

SUBJECT: ADDENDUM NUMBER: One (1)

REFERENCE: MOWING, LANDSCAPE & IRRIGATION MAINTENANCE

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

The following site is deleted from this bid:

20810 Highlands Avenue

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Bob Franceschini, C.P.M., CPPB Purchasing Manager

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME P & T Lawn and Tractor Service, Inc.

BY (Printed):	Teena Zielinski	<u></u>	
BY (Signature)	dena	The	lindi
TITLE: Presid	lent	0	

FEDERAL ID # OR S.S.#<u>65-0249564</u>

ADDRESS: 15980 Old Olga Road

Alva, FL 33920

PHONE NO.: 239-694-4848

FAX NO.: 239-672-4260

CELLULAR PHONE NO.: 239-707-4610

VILLAGE OF ESTERO, FLORIDA INVITATION TO BID FOR ANNUAL MOWING, LANDSCAPE MAINTENANCE & IRRIGATION MAINTENANCE (STEP ONE – QUALIFICATIONS)

GENERAL SCOPE OF PROJECT

The purpose of this bid is to solicit prospective bidders to provide mowing (median and roadside), tree trimming, landscape maintenance, and irrigation maintenance for various roads within the Village of Estero, Florida. The maintenance work consists of providing all labor, materials, equipment, permits and incidentals necessary to perform the work as specified herein.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year with three (3) one (1) year renewal options for a total of four (4) years upon mutual agreement of both parties. The Village reserves the right to renew this contract (or any portion thereof) and to negotiate lower pricing as a condition for each renewal.

The Village's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

TWO STEP BID PROCESS

The Village of Estero is utilizing a two-step process to evaluate the qualifications of bidders and allow only qualified companies to have their pricing opened and considered under Step Two. Please see "Introduction" on page one of this specification package for a detailed explanation of this process.

Step One will require interested bidders to submit the qualifications of their company as specified herein.

In Step Two only those companies qualified in Step One will be eligible to have their pricing opened and considered.

STEP ONE - REQUEST FOR BIDS - QUALIFICATIONS

All of the qualifications received under Step One will be reviewed and evaluated by Village staff, and a decision made as to which companies are qualified and which are not. Only those companies found to be qualified will be allowed to proceed to Step Two.

STEP TWO - REQUEST FOR BIDS - PRICES

Firms found to be qualified in Step One will be eligible to have their pricing opened and considered.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

Immigration Laws: Village of Estero will not intentionally award Village contracts to any Bidder who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).

Village shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by the Village.

REQUIRED SUBMITTALS

NOTE: It will be determined by review of the following required submittals as to whether or not a firm is qualified to proceed to Step Two. Each submittal is a Criteria which will be reviewed by Village personnel. Bidders must obtain a "Pass" for all Criteria in order to be considered "qualified" and therefore eligible to have their pricing opened and considered in Step Two. The following also constitute the minimum qualifications which the bidder must meet in order to be considered for award.

The following are required submittals:

Criteria One - Experience & References

Experience and References. Documentation of a minimum of three (3) years of experience in performing the suite of services (concurrently maintaining irrigation systems, mowing medians and roadways, tree trimming, and landscape maintenance) similar in size and scope as to what is being requested herein. Provide a minimum of three (3) similar size accounts that your firm has been servicing to prove the required experience. Include the name, phone number, and e-mail address of your contact at each of these accounts. NOTE: One of these accounts must be a governmental entity.

Criteria Two - Insurance

A certificate of insurance or letter from your insurance company stating that, if awarded the bid, your firm can meet and obtain the insurance requirements as specified herein.

Criteria Three - Past Performance with the Village of Estero.

If your company has performed similar work for the Village of Estero in the past two years please state dates of service, area(s) serviced, and any feedback on your work (positive or negative) that you may have received from Village personnel. Please also indicate the name(s) of Village personnel with whom you reported to while performing the service.

Criteria Four - Proof of Certifications which include:

- Maintenance of Traffic Certification. Provide proof of certificates of all those who have a
 National Safety Council Course on Work Zone Safety and received an Intermediate Maintenance
 of Traffic Certification and will be working under this bid. There must always be a worker with
 an IMOT and the ability to be able to carry out the procedures at the worksite. Possession of an
 IMOT Certificate is required at the time of bid submission. Please include a copy of all
 certificates. All certifications must remain valid during the term of this bid. The Village must be
 notified of any changes that take place immediately and copies of the new employee's
 certifications must be furnished.
- Pesticide and Right of Way Licenses. Provide proof of a State of Florida pesticide Natural Area and Right of Way license or a Commercial Applicator License for all those that will be working

on the various projects. Please provide copies of all employees' licenses. You must possess a Pesticide license and a Right of Way license at the time that your bid is submitted. (In the event of an award, a Material Safety Data Sheet in compliance with the standards set forth in the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (H.C.S.), 29 CFR 1910, 1200, shall be provided.)

THE FOLLOWING PAGES ARE REQUIRED TO BE SUBMITTED WITH STEP ONE.

VENDOR QUALIFICATIONS

To qualify for consideration as a qualified vendor, a vendor must meet certain designated minimum experience and qualifications. The minimum qualifications are outlined in the following sections.

NOTE: IN ORDER TO QUALIFY TO PROCEED AND HAVE STEP 2 OPENED AND HAVE THEIR PRICING CONSIDERED; A VENDOR MUST OBTAIN A "PASS" FOR ALL OF THE EVALUATION CRITERIA – SEE "SAMPLE A" – EVALUATION SHEETS FOR REQUEST FOR QUALIFICATIONS".

REQUIRED SUBMITTALS FOR THIS RFB ARE AS FOLLOWS:

CRITERIA ONE – EXPERIENCE AND REFERENCES

Please provide a brief history of your company including documentation of a minimum of three (3) years of experience in performing the suite of services (concurrently maintaining irrigation systems, mowing medians and roadways, tree trimming, and landscape maintenance) similar in size and scope as to what is being requested herein. Tell us about your business such as the year started, your location, how many employees you have and the different types of work that you do, etc. Provide a minimum of three (3) similar size accounts that your firm has been servicing to prove the required experience. As these accounts will serve as your references, please include the name, phone number, and e-mail address of your contact at each of these accounts. Note: One of these accounts must be a governmental entity.

Please see proceeding pages



Company History

Since our conception in 1989, P & T Lawn & Tractor Service, Inc. has evolved into one of the largest and longest family operating landscape companies in Southwest Florida. With decades of experience and over 65 full time employees, including an on-staff <u>Certified Arborist</u>, we are physically and mechanically equipped to meet the needs of our customers. We are licensed, bonded, and insured for all spectrums of landscape, and have over twenty-eight years of municipal, utility, and government contracting experience. Common <u>services provided</u> to our clientele include:

- Irrigation Maintenance & Repair
- Landscape Maintenance & Installation
- Hurricane Debris Removal

- Plant & Tree Pruning/Trimming
- Fertilization & Pest Control S
- Bush Hogging

P & T Lawn and Tractor Services, Inc. are committed to exceeding your project beyond expectation. We have developed our professional relationships through the continued expansion of our company to comply with the industry's growing demands and standards. We possess all required **licenses and certifications** to conduct business within Florida; including:

- Ornamental & Turf License
- Irrigation License
- Right-of-way License
- Certification of Intermediate Maintenance of Traffic
- Commercial Landscape Maintenance Applicator Certification
- Unlimited Pesticide Spray License
- Commercial Landscape Business License
- Certificate of Best Management Practices
- DBE Certified

Our quality performance, punctuality, and commitment to customer service has rendered **longstanding clients**, which include the following listed below. A brief summarization of our work sites has also been attached for your convenience.

- Lee County Parks & Recreation
- Lee County School Board
- Lee County DOT
- City of Bonita Springs
- City of Cape Coral
- Florida Southwestern State College
- Covanta Corporation Resource Recovery Center

- Lee County Port Authority
- Florida Power & Light
- Lee County Utilities
- 250 Private Estates throughout Southwest Florida
- The Village of Estero

Thank you for considering P&T Lawn and Tractor Service, Inc. We look forward to bringing you an outstanding level of service. If you should have any further questions, please do not hesitate to contact me directly, or you may reach us at our office at (239) 694-4848.

Sincerely,

Teena Zielinski President





- City of Bonita Springs
 - o East and West Terry Street
 - Irrigation and landscape maintenance of <u>4 miles</u>
 - o Imperial Parkway
 - Irrigation and landscape maintenance of <u>2 miles</u>



- Covanta Corporation Resource Recovery Center (pictured)
 - o 10500 Buckingham Road
 - Approximately <u>48 acres</u>



- Florida Power and Light
 - o Fort Myers Plant
 - Maintain 80 acres
 - Manatee County Solar Field (pictured)
 - Maintain over <u>400 acres</u>
 - o Citrus County Solar Field
 - Maintain over <u>400 acres</u>
 - o Babcock Ranch Solar Field
 - Maintain over <u>400 acres</u>









- Lee County Parks and Recreation
 - o Over 74 Parks throughout Lee County
- Lee County Sports Complex AKA CenturyLink Sports Complex (pictured)
 - o Approximately 75 acres of landscape maintenance
- 12 Lee County Libraries
- Lee County Utilities
 - o 147 Sites throughout Lee County
- Lee County DOT/Operations Division
 - o Median Plant Bed Maintenance of nearly all major Lee County Roadways Since 2002
 - Over 100 miles of median and plant beds maintained weekly
- Lee County Fleet Management
- Lee County Facilities Management
 - o Animal Services
 - Medical Examiner's Office
 - o Public Safety Building
 - o Henderson Warehouse
 - o Lee County Transit
 - o Lehigh Sheriff Sub-station
 - o Gun Range
- Lee County Code Enforcement
 - o Lot Mowing of various foreclosed and unkempt properties



- The School District of Lee County
 - o Irrigation maintenance and installation at 105 Lee County Schools



- Lee County Port Authority-Paige Field Aviation Center
 - Irrigation and Landscape maintenance and installation of approximately 200 acres
- Lee County Port Authority-SWFL International Airport





- o Palm Frond Trimming
- o Landscape Maintenance



- Riverside Church- Daniels Parkway
 - o Irrigation and Landscape maintenance of <u>5 acres</u> for over 5 years



- The Village of Estero
 - o Irrigation and Landscape maintenance of all Village of Estero roadways
 - o Trimming and Pruning of Palms and Hardwoods









• Various irrigation and landscaping projects are provided for the companies listed above



Contract History



P & T Lawn and Tractor Service's present and past contracts include the following companies/clientele:

City of Bonita Springs, Florida
 9101 Bonita Beach Road
 Bonita Springs, Florida 34135

Contact: Joel Langaney, 239-949-6242

- Irrigation and landscape maintenance of Terry Street, we have held contract since October 2018
- Irrigation and landscape maintenance for the downtown facilities and parks for the City of Bonita, began October 2019
- Installed a complete irrigation system and landscaping at the new Logan Boulevard section in Bonita Springs
- Covanta Systems of Lee County, Florida 10500 Buckingham Road Fort Myers, Florida 33905

Contact: Mike, 239-337-2200

• Irrigation and landscape maintenance of approximately 48 acres, have been under contract for 13 years

 Florida Power & Light Company 10650 SR 80
 Fort Myers, Florida 33905

Contact: Jeff Moyer, 239-693-4398

- Irrigation and landscape maintenance of the FPL in Fort Myers, consisting of approximately 80 acres. We have been under contract with FPL for the past 6 years. During this time, we also installed an additional irrigation zone to their employee pavilion area.
- Florida Southwestern State College 26300 Airport Road Punta Gorda, Florida 33950

Contact: Bernie Krueger, 941-637-5629

- Periodic tree trimming and irrigation repairs at the Charlotte County Campus for over 6 years.
- Lee County Department of Transportation 5560 Zip Drive Fort Myers, Florida 33905
 - Contact: Patrick McFadden (Irrigation) Robert DeBrock (Landscape), 239-533-9425
 - Periodic irrigation maintenance of all Lee County, Florida DOT roadways, have been under contract for over 3 years
 - Landscape maintenance of all Lee County, Florida DOT roadways, have held multiple contracts for over 6 years
 - o Installed over 4 miles of sprinklers in US 41 medians
 - o Installed additional zones at Daniels and I-75 Interchange

- Lee County Facilities Contact: Randall Harris, 239-707-2481
 - Irrigation and landscape maintenance of Animal Services Building, Medical Examiner's Office, Public Safety Building, Henderson Avenue Warehouse, Lee County Transit, Lehigh Sheriff Sub-Station, and the Gun Range for over 12 years
 - o Installed a complete irrigation system at Melvin Morgan Complex
- Lee County Library Administration 1500 Monroe Street
 Fort Myers, Florida 33901

Contact: Richard Wolters, RWolters@leegov.com

- Irrigation and landscape maintenance of all 12 Lee County Libraries for over 5 years
- Lee County Parks and Recreation Administration Office, Terry Park 3410 Palm Beach Boulevard Fort Myers, Florida 33916

Contact: Terry Slawson, TSlawson@leegov.com

- Irrigation and landscape maintenance at various parks throughout Lee County for over 12 years
- o Installed 2 complete irrigation zones at Bayshore Elementary for the 2 soccer fields
- Lee County Port Authority
 5200 Captain Channing Page Drive
 Fort Myers, Florida 33907

Contact: Anthony Lindberg, 239-939-5848

• Irrigation and landscape maintenance at the Page Field Airport of approximately 200 acres. Under contract for over 5 years

 Lee County Port Authority 11000 Terminal Road Suite 8671 Fort Myers, Florida 33913

Contact: Toni Elias, 239-590-4558

- Irrigation and landscape maintenance for the Southwest Florida International Airport Entrance and Palm Frond Trimming Contract
- The School District of Lee County, Florida Colonial Boulevard Fort Myers, Florida

Contact: Sonny J, SonnyLJ@LeeSchools.net

- Irrigation maintenance and repairs for all schools throughout Lee County, Florida. Have installed multiple pumps and irrigation systems over the past 5 years at various schools.
- The Village of Estero
 9401 Corkscrew Palms Circle
 Estero, Florida 33928

Contact: Randall Brodersen, 239-221-5035 Bob Franceschini, 239-319-2821

• Irrigation and landscape maintenance of all Village of Estero roadways and medians, began February 2018 and are currently under contract.

Additional services performed but are not limited to at all the properties listed above include:

Mowing Grass Trimming Edging Hedging Plant Installation Irrigation Maintenance & Repair Trimming Trees Trash Clean-up Fertilizing Mulching/Pine Straw Installation Bush Hog Mowing References – Please include: Project description and work specifications, names and telephone numbers of people related to the job and familiar with your work and dates of service. Please include the dollar value of each job/contract.

REFERENCE #1

Name of Firm: City of Bonita Springs, FL

Address: Logan Blvd, Bonita Springs 34135

Contact Person: Joel Langaney

Phone Number: 239-949-6242

E-mail Address: joel.langaney@cityofbonitsprings.org

Project Description and Work Specification: Landscape and irrigation maintenance and installation

on Logan Boulevard from Bonita Beach Road to Collier County Line. Including MOT, Maint.

demolition, site preperation, grubbing, filling, grading, planting, irrigation utility coordination,

and sodding. Maintenance is ongoing until March 2021.

Dates of Service: Landscape and Irrigation Install Completed March 2020; Maint ongoing

Dollar Amount: \$959,642.41

REFERENCE #2

Name of Firm: Lee County DOT

Address: 5560 Zip Drive, Fort Myers, FL 33905

Contact Person: Robert DeBrock

Phone Number: 239-533-9425

E-mail Address: RDebrock@leegov.com

Project Description and Work Specification: Landscape maintenance and mowing of all Lee County

Roadway medians.

Dates of Service: Ongoing until 2022

Dollar Amount: \$2,100,000.00

REFERENCE #3

Name of Firm: Lee County Parks & Recreation

Address: 3410 Palm Beach Boulevard, Fort Myers, FL 33916

Contact Person: Robert Tice

Phone Number: 239-707-3621

E-mail Address: BTice@leegov.com

Project Description and Work Specification: Landscape and irrigation maintenance and mowing of all

Lee County Parks. To also include fertilization and bush hogging.

Dates of Service: Ongoing

Dollar Amount: \$703,000.00

CRITERIA TWO - INSURANCE

A certificate of insurance or letter from your insurance company stating that, if awarded the bid, your firm can meet and obtain the following insurance requirements:

STANDARD INSURANCE REQUIREMENTS

Minimum Insurance Requirements: The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided.

a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence\$1,000,000 general aggregate\$500,000 products and completed operations\$500,000 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:

\$500,000 combined single limit (CSL) \$300,000 bodily injury per person \$500,000 bodily injury per accident \$300,000 property damage per accident

c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident \$100,000 disease limit \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b. may be provided in the form of "Excess

Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be

required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

- 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 Village Manager or designee for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows: The Village of Estero, Florida

9401 Corkscrew Palms Circle

Estero, Florida 33928

b. "The Village of Estero, Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

		CERTIFICAT		STL	ITY INS	SURANCE		Date 12/11/2020
Pro		Plymouth Insurance Agency 2739 U.S. Highway 19 N.			This Certificat rights upon t	te is issued as a matter	of information only and his Certificate does not a policies below.	confers no
		Holiday, FL 34691 (727) 938-5562]	Insurers Affording Cove	erage	NATC #
7					Insurer A:	Lion Insurance Company		NAIC # 11075
IU2		South East Personnel Leasing,	Inc. & Subsidia	ries	Insurer B:			
		2739 U.S. Highway 19 N. Holiday, FL 34691			Insurer C:			
		Holiday, FL 34091			Insurer D:			
					Insurer E:			
Cov	/erage	S ·						
with re	spect to wh	surance listed below have been issued to the insured ich this certificate may be issued or may pertain, the have been reduced by paid claims.	d named above for the po insurance afforded by th	olicy per ne polic	riod indicated. Notvies described herei	withstanding any requirement, in is subject to all the terms, ex	term or condition of any contract clusions, and conditions of such	or other document policies. Aggregate
INSR LTR	addl Insrd	Type of Insurance	Policy Number		cy Effective Date M/DD/YY)	Policy Expiration Date (MM/DD/YY)	Lim	its
-		GENERAL LIABILITY					Each Occurrence	5
		Commercial General Liability Claims Made Occur					Damage to rented premises (E occurrence)	A S
			4 1				Med Exp	5
			4 1				Personal Adv Injury	6
		General aggregate limit applies per:					General Aggregate	5
		Policy Project LOC					Products - Comp/Op Agg	-
	-							
		AUTOMOBILE LIABILITY					Combined Single Limit (EA Accident)	
		Any Auto					Bodily Injury	
		All Owned Autos					(Per Person)	5
		Scheduled Autos					Bodily Injury	
		Hired Autos					(Per Accident)	
		Non-Owned Autos					Property Damage	- F
			4 1				(Per Accident)	
	-		└─── ↓					5
		EXCESS/UMBRELLA LIABILITY					Each Occurrence	
		Occur Claims Made					Aggregate	
		Deductible						
A	and the second second	rs Compensation and yers' Liability	WC 71949	01	/01/2020	01/01/2021	X WC Statu- tory Limits ER	4-
	Any prop	rietor/partner/executive officer/member					E.L. Each Accident	\$1,000,000
	excluded						E.L. Disease - Ea Employe	e \$1,000,000
	if Yes, d	ascribe under special provisions below.					E.L. Disease - Policy Limits	\$1,000,000
_	Other				Company is A	M. Boot Company r	ated A (Excellent). AM	D # 12616
	_						ateu A (Excellent). Am	IB # 12010
		applies to active employee(s) of South East Performance Perform			 Analysis - Monoportation and a second se second second sec	 Constraints are a structure or structure. 	Client ID: 90	-67-744
Cover	age only	applies to deave employee(s) of Sodul East Pe			actor Service,I		and company a	
Cover	age only	applies to injuries incurred by South East Pers					n: FL.	
		not apply to statutory employee(s) or indepen						
A list	of the act	ive employee(s) leased to the Client Company	can be obtained by 1	faxing	a request to (72)	7) 937-2138 or email certi	ficates@lioninsurancecompan	y.com
Proje	ect Name	:						
ISSU	E 11-25-1	9 (BP). REISSUE 12-11-20 (KLT)						
							Bagin D	abe: 6/12/2019
CEF	TIFICATE				NCELLATION			
		VILLAGE OF ESTERO, FLORIDA		insu	irer will endeavor to	o mail 30 days written notice to	Iled before the expiration date the the certificate holder named to the d upon the insurer, its agents or n	e left, but failure to
		9401 CORKSCREW PALMC CIRCLE				0 -	/	
		ESTERO, FL 33928				Douger	f caren	

ACORD	ERTIFICATE OF LIA	BILITY INS	URANC	E		M/DD/YYYY) 11/2020
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMA BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A IMPORTANT: If the certificate holder	TIVELY OR NEGATIVELY AMEND ISURANCE DOES NOT CONSTITU AND THE CERTIFICATE HOLDER.	, EXTEND OR ALT	ER THE CO BETWEEN T	VERAGE AFFORDED E HE ISSUING INSURER	BY THE (S), AU	POLICIES
If SUBROGATION IS WAIVED, subject this certificate does not confer rights	ct to the terms and conditions of t	he policy, certain p	olicies may			
PRODUCER		CONTACT Mary Kay	McKeand			
Chapman Insurance Group, LLC 2455 Tamiami Trail		PHONE (A/C, No. Ext): 941-97	9-8426	FAX (A/C, No):	888-559	-6583
Port Charlotte FL 33952		E-MAIL ADDRESS: COMMERC		a.com		
		INS	SURER(S) AFFOR	DING COVERAGE		NAIC #
		INSURER A : Souther	n-Owners			10190
P&T LAWN & TRACTOR SERVICE,	P&TLAWN-0	INSURER B : Owners				32700
AND P&T PEST MANAGEMENT		INSURER C :				
15980 OLD OLGA ROAD		INSURER D :				
ALVA FL 33920		INSURER E :				
00//504050	RTIFICATE NUMBER: 414425964	INSURER F :		DEVICION NUMBER.		
COVERAGES CE THIS IS TO CERTIFY THAT THE POLICIE		WE BEEN ISSUED TO		REVISION NUMBER:		
INDICATED. NOTWITHSTANDING ANY F CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUC	REQUIREMENT, TERM OR CONDITION PERTAIN, THE INSURANCE AFFOR	I OF ANY CONTRACT DED BY THE POLICIE E BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPEC	CT TO W	HICH THIS
INSR LTR TYPE OF INSURANCE	ADDL SUBR INSD WVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	· LIMIT	S	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	20503122	10/5/2020	10/5/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,0	
				MED EXP (Any one person)	\$ 10,000	
				PERSONAL & ADV INJURY	\$ 1,000,0	000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,0	000
X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,0 \$	000
B AUTOMOBILE LIABILITY X ANY AUTO	5050312201	10/5/2020	10/5/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person)	\$ 1,000,0 \$	000
OWNED SCHEDULED AUTOS ONLY AUTOS				BODILY INJURY (Per accident)	\$	
X HIRED X NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
					\$	
A X UMBRELLA LIAB X OCCUR	5050312200	10/5/2020	10/5/2021	EACH OCCURRENCE	\$ 2,000,0	000
EXCESS LIAB CLAIMS-MAD	E			AGGREGATE	\$	
DED X RETENTION \$ 10,000					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/	4			PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	
(Mandatory in NH) If yes, describe under				E.L. DISEASE - EA EMPLOYEE	\$	
DÉSCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT		
A INLAND MARINE	20503122	10/5/2020	10/5/2021	RENTED EQUIPMENT SCHEDULED EQUIP.	100,00 237,91	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEH AUTOMATIC ADDITIONAL INSURED ST GENERAL LIABILITY AND AUTO. CERT TO GENERAL LIABILITY AND AUTO. The Village of Estero, it's agents, employed	ATUS AND AUTOMATIC WAIVER C IFICATE HOLDER IS ADDITIONAL I	OF SUBROGATION A NSURED ON A PRIM	PPLIES TO C	CERTIFICATE HOLDER V		
CERTIFICATE HOLDER		CANCELLATION				
THE VILLAGE OF ESTE 9401 CORKSCREW PAI ESTERO FL 33928	RO, FLORIDA .MS CIR #101	THE EXPIRATIO ACCORDANCE W	N DATE TH	DESCRIBED POLICIES BE C. EREOF, NOTICE WILL E CY PROVISIONS.		
Ú.		Briand Ch				
		© 1	988-2015 AC	ORD CORPORATION.	All right	s reserved.

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CRITERIA THREE – PAST PERFORMANCE WITH THE VILLAGE OF ESTERO

If your company has performed similar work for the Village of Estero in the past two years please state dates of service, area(s) serviced, and any feedback on your work (positive or negative) that you may have received from Village personnel. Please also indicate the name(s) of Village personnel with whom you reported to while performing the service.

NOTE: IF YOU HAVE NOT PERFORMED WORK FOR THE VILLAGE OF ESTERO IN THE PAST TWO YEARS; PLEASE STATE "NOT APPLICABLE" IN THE SPACE BELOW.

P & T Lawn and Tractor Service, Inc. is currently under contract with The Village of Estero,

performing the following services:

-Bush Hogging, Mowing, Tree Trimming, Fertilization, Irrigation Maintenance and Repair Weed-eating, Edging, and Debris Removal

Throughout the past few years, we have had the pleasure to work with Frank Cannella

on various projects, and we have had no negative feedback that we are aware of. Bob

Franceschini has also been very helpful throughout or time working with The Village.

All in all it has been a positive experience thus far with eveyrone at The Village of Estero

and it be our absolute pleasure to continue working with them in the future.

CRITERIA FOUR - PROOF OF CERTIFICATIONS

Maintenance of Traffic Certification. Provide proof of certificates of all those who have a National Safety Council Course on Work Zone Safety and received an Intermediate Maintenance of Traffic Certification and will be working under this bid. There must always be a worker with an IMOT and the ability to be able to carry out the procedures at the worksite. Possession of an IMOT Certificate is required at the time of bid submission. Please include a copy of all certificates. All certifications must remain valid during the term of this bid. The Village must be notified of any changes that take place immediately and copies of the new employee's certifications must be furnished.

Pesticide and Right of Way Licenses. Provide proof of a State of Florida pesticide Natural Area and Right of Way license or a Commercial Applicator License for all those that will be working on the various projects. Please provide copies of all employees' licenses. You must possess a Pesticide license and a Right of Way license at the time that your bid is submitted. (In the event of an award, a Material Safety Data Sheet in compliance with the standards set forth in the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (H.C.S.), 29 CFR 1910, 1200, shall be provided.)

NOTE: PLEASE INCLUDE/ATTACH COPIES OF ALL CERTIFICATES AS YOUR RESPONSE TO CRITERIA FOUR.

Certifications & Licenses

Certifications and Licensing

Our ample number of dedicated employees consists of certified arborists, landscape designers, certified irrigation personnel, and professional management trained in current Best Practices for our industry and Maintenance of Traffic. P & T is a State of Florida OSD and FDOT Certified DBE/MBE company, making us eligible to perform on any State or Federally funded project.

Certificate/ License Name	Licensee/Certificate Holder	Expiration Date
BMP	Antonio Alejandro	N/A
ВМР	Mario H Canil Jr.	N/A
BMP	Yzael Colon Heavelin	N/A
BMP	Jose I. Cruz	N/A
ВМР	Samuel De Leon	N/A
BMP	Bacilio Diego Pablo	N/A
BMP	Francisco Francisco	N/A
BMP	Mario Diego Nicolas	N/A
BMP	Kevin Diego Pablo	N/A
ВМР	Angel M Garcia Martinez	N/A
ВМР	Erijoel Garcia Martinez	N/A
ВМР	Nicolas Juan Marcos	N/A
BMP	Juan Maldonado	N/A
BMP	Enrique Mate	N/A
BMP	Moises Rivera	N/A
BMP	Manuel J Robles Martinez	N/A
BMP	Rafael Rodriguez-Berrios	N/A
BMP	Guadalupe Rojop Ordonez	N/A
ВМР	Victor Rosado	N/A
BMP	Jorge Torres Garcia	N/A
ВМР	Robert Zielinski II	N/A
Certified Arborist	Pete Zielinski	06/30/2022
Certified Pest ID Card Holder	Jose Ivan Cruz	08/31/2021
Certified Pest Control Operator	Dan Lott	08/31/2021
Certified Pest Control Operator	Mark Stanley	08/31/2021
Certified Pest ID Card Holder	Rafael Rodriguez Berrios	08/31/2021
Certified Pest ID Card Holder	Peter J Zielinski	08/31/2021
Certified Pest ID Card Holder	Robert Anthony Zielinski II	08/31/2021
Certified Pest ID Card Holder	Teena M Zielinski	08/31/2021
Certificate of Completion: MOT	Antonio Alejandro	05/25/2023
Certificate of Completion: MOT	Mario Canil	04/27/2021
Certificate of Completion: MOT	Mario Canil Jr.	04/27/2021
Certificate of Completion: MOT	Angel Garcia Martinez	04/27/2021
Certificate of Completion: MOT	Erijoel Garcia Martinez	04/27/2021
Certificate of Completion: MOT	Juan Maldonado	04/27/2021
Certificate of Completion: MOT	Jonathan S. Miller	05/25/2023
Certificate of Completion: MOT	Moises Rivera	04/27/2021
Certificate of Completion: MOT	Robert Zielinski II	04/18/2023

Charlotte County Certificate of	Pete Zielinski	09/30/2021
Competency: Landscaping	Pete Zieilliski	
Charlotte County Certificate of Competency: Irrigation	Jessica Zielinski	09/30/2021
Charlotte County Certificate of Competency: Irrigation	Pete Zielinski	09/30/2021
Charlotte County Local Business Tax Receipt	P & T Lawn and Tractor Service, Inc., Pete & Teena Zielinski	09/30/2021
City of Cape Coral Certificate of Competency: Irrigation Sprinkler (Lawn)	Jessica Zielinski	09/30/2021
City of Punta Gorda Certification of Competency: Irrigation/Sprinkler Contractor	Jessica Zielinski	09/30/2021
Collier County Certificate of Competency: Irrigation Sprinkler Contractor	Peter Zielinski	9/30/2021
Collier County Certificate of Competency: Landscape Restricted Contractor	Mary Conway (Teena) Zielinski	9/30/2021
Commercial Applicator License	Pete Zielinski	09/30/2021
Commercial Applicator License	Robert Zielinski II	06/30/2021
Commercial Landscape Maintenance Holder	Teena Zielinski	04/30/2021
Florida Certificate of Nursery Registration	Pete & Teena Zielinski	09/19/2021
Florida Unified Certification Program	P & T Lawn and Tractor Service, Inc.	
Hendry County Business Tax Receipt	Teena Zielinski	09/30/2021
Lee County Certificate of Competency: Irrigation Sprinkler Contractor	Jessica Zielinski	09/30/2021
Lee County Certificate of Competency: Irrigation Sprinkler Contractor	Pete Zielinski	09/30/2021
Lee County Local Business Tax Receipt: Professional Landscape Company	P & T Lawn and Tractor Service, Inc., Pete Zielinski	09/30/2021
Lee County Local Business Tax Receipt: Irrigation/ Lawn Sprinkler Contractor	P & T Lawn and Tractor Service, Inc., Pete Zielinski	09/30/2021
Lee County Local Business Tax Receipt: Tractor Service	P & T Lawn and Tractor Service, Inc., Pete Zielinski	09/30/2021
LTD. Commercial Fertilizer Applicator License	Antonio Alejandro	03/24/2023
LTD. Commercial Fertilizer Applicator License	Francisco Francisco	03/17/2023
LTD. Commercial Fertilizer Applicator License	Mario Diego Nicolas	06/23/2023

LTD. Commercial Fertilizer Applicator License	Mario Canil	08/15/2022
LTD. Commercial Fertilizer Applicator License	Kevin Diego Pablo	08/15/2022
LTD. Commercial Fertilizer Applicator License	Angel M Garcia-Martinez	08/15/2022
LTD. Commercial Fertilizer Applicator License	Yzael Colon Heavelin	08/15/2022
LTD. Commercial Fertilizer Applicator License	Samuel DeLeon	08/15/2022
LTD. Commercial Fertilizer Applicator License	Bacilio Diego Pablo	08/15/2022
LTD. Commercial Fertilizer Applicator License	Nicolas Juan Marcos	08/15/2022
LTD. Commercial Fertilizer Applicator License	Juan Maldonado	08/15/2022
LTD. Commercial Fertilizer Applicator License	Moises Rivera	08/15/2022
LTD. Commercial Fertilizer Applicator License	Manuel J Robles-Martinez	08/14/2022
LTD. Commercial Fertilizer Applicator License	Rafael Rodriguez Berrios	08/14/2022
LTD. Commercial Fertilizer Applicator License	Enrique Mata	08/14/2022
LTD. Commercial Fertilizer Applicator License	Guadalupe Rojop Ordonez	08/14/2022
LTD. Commercial Fertilizer Applicator License	Victor Rosado	08/14/2022
LTD. Commercial Fertilizer Applicator License	Jorge Torres Garcia	08/14/2022
LTD. Commercial Fertilizer Applicator License	Robert Zielinski II	03/24/2023
Minority Business: Women Business Certification	P&T Lawn and Tractor Service, Inc.	05/14/2021
Fier 1 Illicit Discharge Detection & Elimination Training	Robert Zielinski II	N/A

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION Francisco Francisco GV3176 GV3176-1 Certificate # Traince ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION Antonio B. Alejandro GV22225-1 GV22225 Certificate # Trainee ID # **GREEN INDUSTRIES BEST MANAGEMENT PRACTICES** TRAINING PROGRAM

State of Florida DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

Yzael Colon Heavelin

GV406760-1

GV406760

Certificate # Trainer ID # **GREEN INDUSTRIES BEST MANAGEMENT PRACTICES** TRAINING PROGRAM

State of Florida **DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Bacilio Diego Pablo

GV406761-1

GV406761

Certificate # Trainee ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

> State of Florida DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

Angel M. Garcia Martinez

GV406766-1

GV406766

Certificate #

Traince ID #

GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

> State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Juan Maldonado

GV406774-1

GV406774

Certificate # Trainee ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Moises Rivera

GV406783-1

GV406783

Certificate # Traince ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

State of Florida DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

Mario H. Canil. Jr.

GV406758-1

GV406758

Certificate # Traince ID # **GREEN INDUSTRIES BEST MANAGEMENT PRACTICES** TRAINING PROGRAM

State of Florida DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

Samuel De Leon

GV406763-1

GV406763

Certificate # Traince ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

> State of Florida DEPARTMENT OF

ENVIRONMENTAL PROTECTION

Kevin Diego Pablo

GV406762-1

GV406762

Certificate # Trainee ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

State of Florida

DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

Nicolas Juan Marcos GV406771-1

GV406771

Certificate # Trainee ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

> State of Florida DEPARTMENT OF **ENVIRONMENTAL PROTECTION**

Enrique Mata

GV406776-1

GV406776

Certificate # Traince ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Manuel J. Robles Martinez

GV406784-1

GV406784

Čertificate # Traince ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Rafael Rodriguez-Berrios

GV406785-1

GV406786-1

GV406785

Certificate # Traince ID #
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Victor Rosado

GV406787-1

GV406787

Certificate # Traince ID #
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

2

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Guadalupe Rojop Ordonez

GV406786

Certificate # Trainee ID #
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Jorge Torres Garcia

GV406788-1

GV406788

Certificate # Traince ID #
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Mario Nicolas

GV3454-1

GV3454

Certificate # (raince ID # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM

the second se

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Erijoel Garcia Martinez

GV400384-1

GV400384

Certificate # Trainee ID #
GREEN INDUSTRIES DEST MAMAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Jose L Cruz

GV399900-1

GV399900

Certificate # Kainee ID #
GREEN INDUSTRIES BEST MANAGEMENT PRACTICES
TRAINING PROGRAM

State of Florida DEPARTMENT OF ENVIRONMENTAL PROTECTION

Francisco Francisco

GV3176-1

GV3176

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Certificate # Certificate # GREEN INDUSTRIES BEST MANAGEMENT PRACTICES TRAINING PROGRAM





INTERNATIONAL SOCIETY OF ARBORICULTURE CERTIFIED ARBORIST[™]

Peter John Zielinski

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist[®]

2 Mar 2016

Certified Since



Luana Vargas Director of Credentialing Services International Society of Arboriculture

FL-9147A Certification Number

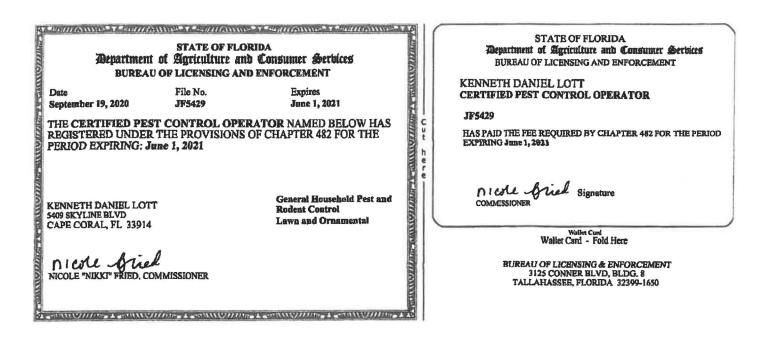
Caitlyn Pollihan Executive Director International Society of Arboriculture

30 Jun 2022

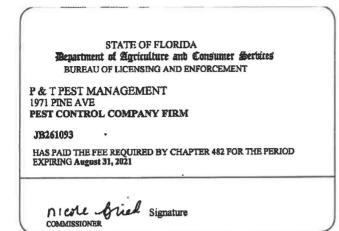
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#0847 ISO/IEC 17024 Personnel Certification Program ISA Certified Arborist[®]



	ANNUAL CONTRACTOR OF AN AND	Company A Contractions
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Date July 16, 2020	File No. JB261093	Expires August 31, 2021
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1971 PINE AVE		AI
ALVA, FL 33920		
P & T PEST MANAGEN 15980 OLD OLGA ROAD ALVA, FL 33920	lent	General Household Pest and Rodent Control Lawn and Ornamental
NICOLE "NIKKI" FRIED,	COMMISSIONER	



Wallet Card - Fold Here

BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650

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	ent of Agriculture and LAU OF LICENSING ANI	
Date	File No.	Expires
July 16, 2020	JE262356	August 31, 2021
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TEENA M ZIELINSKI P & T PEST MANAGEMENT 15980 OLD OLGA ROAD ALVA, FL 33920 MICOLE "NIKKI" FRIED, COMMISSIONER NICOLE "NIKKI" FRIED, COMMISSIONER

ATTICAL LOTTICE

	EAU OF LICENSING AND	Consumer Services ENFORCEMENT
Date July 16, 2020	File No. JE262355	Expires August 31, 2021
		HAS REGISTERED UND THE PERIOD EXPIRING: AT
P & T PEST MANAG ALVA, FL 33920	EMENT	
PETE J ZIELINSKI P & T PEST MANAGEM 15980 OLD OLGA RC ALVA, FL 33920		Regular
niere fr	, commissioner	
NICOLE NICKI FRIE		×
	STATE OF FLO	T BUILT ANN SS TO MILLE
Departn		IDA Consumer Services
Departn	STATE OF FLOF tent of Agriculture and	Consumer Services
Departm BUR Date July 16, 2020 THE ID CARD HO	STATE OF FLOF tent of Agriculture and EAU OF LICENSING AND File No. JE225638 DLDER NAMED BELOW	LDBUMMANNAME E LDBUMMA Consumer Services ENFORCEMENT Expires August 31, 2021 HAS REGISTERED UND
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Date July 16, 2020	File No. JE255943	Expires August 31, 2021
THE ID CARD HO THE PROVISIONS August 31, 2021 P & T PEST MANAG	OF CHAPTER 482 FOR	HAS REGISTERED UNDER THE PERIOD EXPIRING: AT
ALVA, FL 33920		Regular
MARK A STANLEY P & T PEST MANAGEM 15980 OLD OLGA RO ALVA, FL 33920		728B61141
nicole f	rel	

Certi	ficate of	f Com	oletion				
	Antonio B. Alejandro						
Transp	Completed a Floortation Approv ontrol (TTC) Inte	ved Tempor	ary Traffic				
05/25/2023	209	Michael Stone	51729				
Date Expires	FDOT Provider #	Instructor	Certificate #				
Safety Council, Inc.	Southwest Florid 1714 Evar Fort Myers www.sw samantha@	ns Avenue , FL 33901 flsc.com	FOC more information about Temporary Traffic Control (TTC) or to verify this certificate www.moladmin.com				

Cert	ificate o Mario	o <mark>f Comp</mark> H. Ganil	oletion
Trans	Completed a F portation Appro ontrol (TTC) Inf	oved Tempora	ary Traffic ourse.
Date Expires	FDOT Provider #	Instructor	Certificate #
University of Florida Transportation Institute UNIVERSITY of FLORIDA	2100 NE Gair T2ctt.	iversity of Florida Waldo Road nesville, .ce.ufl.edu je@ufl.edu	For more information about Temporary Traffic Control (TTC) or to verify this certificate www.motadmin.com







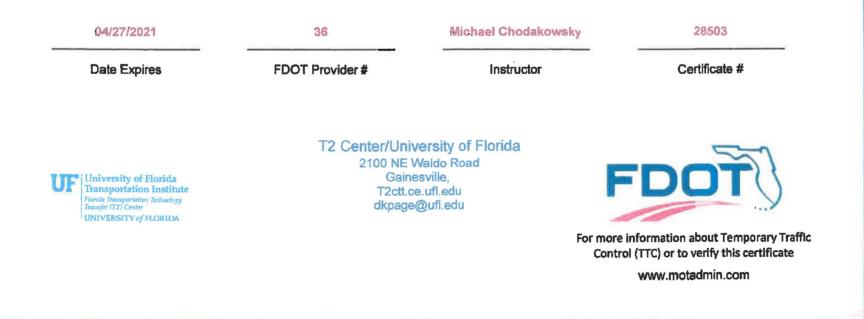
Has Transp	ficate o Juan J. I Completed a F ortation Appro ontrol (TTC) Inf	Maldonado Torida Departa oved Tempora	ment of ary Traffic
04/27/2021 Date Expires	36 FDOT Provider #	Michael Chodakowsk	Certificate #
University of Florida Transportation Institute Loring Transport (T2) Carler UNIVERSITY of FLORIDA	2100 NE Gai T2ctt.	iversity of Florida Waldo Road nesville, .ce.ufl.edu je@ufl.edu	FOOTOTOTOTOTOTOTOTOTOTOTOTOTOTOTOTOTOTO

Certificate of Completion Jonathan S. Miller Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.					
05/25/2023 Date Expires	209 FDOT Provider #	Michael Stone Instructor	51730 Certificate #		
Sattherest Florida Council, Inc.	Southwest Florida Safety Council 1714 Evans Avenue Fort Myers, FL 33901 www.swflsc.com samantha@swflsc.com		FOCOTO FOCOTO For more information about Temporary Traffic Control (TTC) or to verify this certificate www.motadmin.com		

Certificate of Completion

Moises E. Rivera

Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate Course.



Certificate of Completion						
Robert A. Zielinski						
Has Completed a Florida Department of Transportation Approved Temporary Traffic Control (TTC) Intermediate (Refresher)						
Date Expires	FDOT Provider #	Instructor	Certificate #			
University of Florida Transportation Institute Florida Transportation Technology Transfer (T2) Center UNIVERSITY of FLORIDA	T2 Centers University of Florida 2100 NE Waldo Road Gainesville, FL 32609 techtransfer.ce.ufl.edu j.masciocchi@ufl.edu		FCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCCC			

Con Part Part

CHARLOTTE COUNTY LICENSING CERTIFICATE OF COMPETENCY NOT VALID AFTER 09/30/2021

Lie. Type: L LANDSCAPE COM DBA P&T LAWN & TRACTOR SERVICE INC Lie. Nbr: AAA-10-00010 PETER ZIELINSKI 15980 OLD OLGA ROAD ALVA FLORIDA 33920



...



CHARLOTTE COUNTY LICENSING CERTIFICATE OF COMPETENCY NOT VALID AFTER 09/30/2021

Lie. Type: L LAWN IRRIG DBA P & T LAWN AND TRACTOR SERVICE INC Lie. Nbr: AAA-18-00031 PETER ZIELINSKI 15980 OLD OLGA ROAD ALVA FL 33920





CHARLOTTE COUNTY LICENSING CERTIFICATE OF COMPETENCY NOT VALID AFTER 09/30/2021

Lie Type: L LAWN IRRIG DBA P & T LAWN AND TRACTOR : SERVICE INC Lie. Nbr: AAA-18-00030 JESSICA ZIELINSKI 15980 OLD OLGA ROAD ALVA FL 33920

.



2020 / 2021 CHARLOTTE COUNTY

	LOCAL BUSINESS TAX RECEIPT	ACCOUNT	8700
	MUST BE DISPLAYED IN A CONSPICUOUS PLACE	EXPIRES	SEPTEMBER 30, 2021
TYPE OF 236115 BUSINESS	New Single-Family Housing Construction (Except For-Sale Builders) (LAWN IRRIGATI	RENEWAL	
BUSINESS VARIOUS ADDRESS CHARLOT			
BUSINESS P&TLAW NAME	N & TRACTOR SERVICE, INC	AMOUNT PENALTY	35.00 0.00
OWNER P&TTRA	CTOR SERVICE, INC TEENA & JOHN ZIELIN		<i>•••</i>
MAILING 15980 OLD ADDRESS ALVA, FL	0LGA RD 33920	TOTAL	35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/03/2020 Receipt # INT-00037855 35.00

2020 / 2021 CHARLOTTE COUNTY

ACCOUNT 8700

		MUST BE DISPLAYED IN A CONSPICUOUS PLACE	EXPIRES	SEPTEMBER 30, 2021
TYPE OF BUSINESS	236115	New Single-Family Housing Construction (Except For-Sale Builders) (LAWN IRRIGATI	RENEWAL	
BUSINESS ADDRESS	terre la la contra factor	OCATIONS E COUNTY, FL 00000		
BUSINESS NAME	P&TLAW	N & TRACTOR SERVICE, INC		35.00 0.00
OWNER	P & T TRAC	CTOR SERVICE, INC TEENA & JOHN ZIELIN		0.00
MAILING ADDRESS	15980 OLD ALVA, FL		TOTAL	35.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

Paid 07/03/2020 Receipt # INT-00037855 35-00

Dear Business Owner:

Your 2020 - 2021 Charlotte County Local Business Tax Receipt is attached above. Please detach the receipt and display it in a place that is visible to the public and available for inspection.

The Charlotte County Local Business Tax Receipt is in addition to any other license or certificate that may be required by law and does not signify compliance with zoning, health, or regulatory requirements. The Charlotte County Local Business Tax Receipt is non-regulatory and is not an endorsement of work quality.

Your 2020 - 2021 Local Business Tax Receipt is valid from October 01, 2020 through September 30, 2021 . Annual account notices are mailed in June to the address of record at that time. Any Changes to your Local Business Tax Account due to change of Business Name, Ownership, Physical Address or you are Closing your Business please contact our office at 941-743-1350.

VICKIE L. POTTS

Charlotte County Tax Collector





City of Cape Coral Certificate of Competency

65583 IRRIGATION SPRINKLER (LAWN)

ZIELINSKI JESSICA P & T LAWN & TRACTOR SERVICE INC Expiration Date: 09/30/2022

Detach and post bottom portion



City of Cape Coral -- 1015 Cultural Park Blvd -- Cape Coral Florida 33990 -- (239) 574-0430 This Certificate expires September 30, 2022 Visit Our Website at www.capecoral.net

Certificate #: 65583

Location: 1598 OLD OLGA RD Business Phone: (239) 694-4848 State License:



Classification: SPECIALTY IRRIGATION SPRINKLER (LAWN)

ZIELINSKI JESSICA P & T LAWN & TRACTOR SERVICE INC 1598 OLD OLGA RD ALVA. FL 33920

Date Issued: 05/14/2020 Amount: 150.00

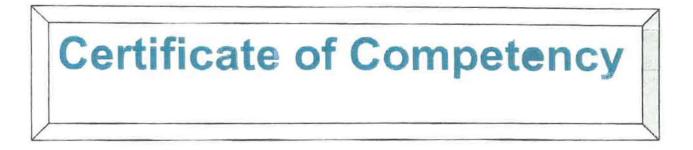
CITY OF PUNTA GORDA



JESSICA ZIELINSKI P & T LAWN AND TRACTOR SERVICE, INC. 15980 OLD OLGA RD

ALVA FL 339200

BUILDING DEPARTMENT 326 WEST MARION AVENUE PUNTA GORDA, FL 33950 (941) 575-3324 BuildingDept@CityofPuntaGordaFL.com



CERT.# 20-00018610 TYPE: IRRIGATION/SPRINKLER CONTRACTOR NOT VALID AFTER: September 30, 2020

http://www.CityofPuntaGordaFL.com/government/building Expired or cancelled insurance automatically inactivates a license.

Collier County Board of County Commissioners Certificate of Competency

Collier County * City of Marco * City of Naples * City of Everglades

Issued Date: 09/30/2020

Company:	P&T LAWN & TRACTOR SERVICE, INC.
Address:	15980 OLD OLGA ROAD
	ALVA, FL 33920
Telephone:	(239) 694-4848
Qualifier:	<no available="" contact="" name=""></no>
License #:	C29277
Issuance #:	20170000545
Classification:	IRRIGATION SPRINKLER CONTR.
Valid Thru:	09/30/2021
State License #:	
State Valid Thru:	

It is the Qualifier's responsibility to keep current all records with Collier County. This shall include insurance certificates and/or contact information. Always verify licenses online at www.CVPortal.CollierGov.Net Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Collier County * City of Marco * City of Naples * City of Everglades * Contractor Licensing

IRRIGATION SPRINKLER CONTR.

Cert Nbr:	Exp:	Issuance Nbr:
C29277	09/30/2021	201700000545
State Nbr:	State	Exp:

P&T LAWN & TRACTOR SERVICE, INC.

15980 OLD OLGA ROAD ALVA, FL 33920 Signed:

Collier County Board of County Commissioners Certificate of Competency

Collier County * City of Marco * City of Naples * City of Everglades

Issued Date: 09/30/2020

Company:	P&T LAWN & TRACTOR SERVICE, INC.
Address:	15980 OLD OLGA ROAD
	ALVA, FL 33920
Telephone:	(239) 694-4848
Qualifier:	MARY CONWAY (TEENA) ZIELINSKI
License #:	C29277
Issuance #:	29277
Classification:	LANDSCAPING RESTRICTED CONTR.
Valid Thru:	09/30/2021
State License #:	
State Valid Thru:	

It is the Qualifier's responsibility to keep current all records with Collier County. This shall include insurance certificates and/or contact information. Always verify licenses online at www.CVPortal.CollierGov.Net Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Collier County * City of Marco * City of Naples * City of Everglades * Contractor Licensing

LANDSCAPING RESTRICTED CONTR.

Cert Nbr:	Exp:	Issuance Nbr:
C29277	09/30/2021	29277
State Nbr:	State	Exp:

P&T LAWN & TRACTOR SERVICE, INC. MARY CONWAY (TEENA) ZIELINSKI 15980 OLD OLGA ROAD ALVA, FL 33920 Signed:

Florida Department of Agriculture and Consumer Services

Pesticide Certification Office

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.

Florida Bepartment of Agriculture and Consumer Services Pesticide Certification Office **Commercial Applicator License** License # CM20022 ZIELINSKI, PETE JOHN Categories 15980 OLD OLGA RD 3,6

Issued: September 19, 2017

Expires: September 30, 2021 200

Signature of Licensee

ALVA, FL 33920

ADAM H. PUTNAM, COMMISSIONER The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use

Florida Department of Agriculture and Consumer Services

This card is your license. It authorizes you, the license holder, to purchase and apply Restricted Use Pesticides (RUPs). Please sign your card and keep it with you when applying or purchasing RUPs.

Pesticide Certification Office

Joriba Bepartment of Agriculture and Consumer Sections Pesticide Certification Office Commercial Applicator License License # CM24994 ZIELINSKI II, ROBERT A Categories 2280 BROWN RD 6, 3 ALVA, FL 33920 Issued: June 27, 2017 Expires: June 30, 2021 Commercial Application Signature of Licensee ADAM IL PUTNAM. COMMISSIONER

Signature of Licensee ADAM II. PUTNAM. COMMISSIONER The above individual is licensed under the provisions of Chapter 487, P.S. to purchase and apply restricted ase

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT				
Date April 8, 2020	File No. LC108359	Expires April 30, 2021		
	UNDER THE PROVISIO	FT. HOLDER NAMED BELOW ONS OF CHAPTER 482 FOR		
TEENA M ZIELINSKI 15980 OLD OLGA ROAD ALVA, FL 33920				
NICOLE "NIKKI" FRIED,				

STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT

TEENA M ZIELINSKI COMMERCIAL LANDSCAPE MAINT. HOLDER

LC108359

HAS PAID THE FEE REQUIRED BY CHAPTER 482 FOR THE PERIOD EXPIRING April 30, 2021

COMMISSIONER

waller Card - Pold Here

BUREAU OF LICENSING & ENFORCEMENT 3125 CONNER BLVD, BLDG. 8 TALLAHASSEE, FLORIDA 32399-1650



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THE APPLICATION MUST COMPLY WITH STATE AND LOCAL ORDINANCE INCLUDING 20MING.



Florida Department of Agriculture and Consumer Services

CERTIFICATE OF NURSERY REGISTRATION

Section 581.131, F.S. and Rule 5B-2.002, F.A.C 1911 S.W. 34th St. P.O. Box 147100, Gainesville, FL 32614-7100 (352) 395-4700

NICOLE "NIKKI" FRIED COMMISSIONER

ISSUED TO:

P & T LAWN & TRACTOR SERVICE, INC. ZIELINSKI, PET & TEENA 15980 OLD OLGA RD ALVA, FL 33920-3447 THIS CERTIFICATE EXPIRES: 09/19/2021

FEE PAID: \$35.00

REGISTRATION NO.: 48015917

DATE ISSUED: 08/14/2020

THIS IS TO CERTIFY that the nursery stock on the premises of the nursery shown hereon has been inspected for plant pests and meets at least the minimum requirements of Section 581.131, Florida Statutes.

THIS CERTIFICATE OF REGISTRATION MUST BE DISPLAYED or in the immediate possession of any person engaged in the sale or distribution of nursery stock.

nicole fried

NICOLE "NIKKI" FRIED Commissioner of Agriculture

FDACS-08002 Revised 05/05



Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

P & T LAWN AND TRACTOR SERVICE INC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26 APPROVED NAICS CODES:

561730



Samuel (Sammy) Febres DBE & Small Business Development Manager Florida Department of Transportation





ALLAHASSEE





LIC2016-00931 jkzielinski26@gmail.com

License Holder Name: JESSICA KATHLEEN ZIELINSKI Firm Name: P AND T LAWN AND TRACTOR SERVICE IN Address: 15980 OLD OLGA RD

ALVA, FL 33920

Thank you for assisting Lee County Contractor Licensing in their effort to "Go Green". Please keep this document/file in a safe place as you will not be receiving any additional copies of your license from this office. Be sure to keep your email address current with us at all times.

Below please find your Lee County Certificate of Competency. This Certificate will need to be renewed yearly if you wish to perform work in Unincorporated Lee County. Renewal will begin in the middle of August of each calendar year. If you choose to place your license on inactive status please notify this office as soon as possible. Please keep yourself up to date with our departments information by periodically reviewing our website at www.lee-county.com/dcd/contractorlicensing.htm

In addition to this Certificate, it is your responsibility to maintain your worker's compensation, general liability insurance and obtain a yearly business tax receipt from the Lee County Tax Collector while performing work in Unincorporated Lee County. You may email your certificates of insurance to ContractorLicensing@Leegov.com. Our phone number is 239-533-8895.

Please send e-mail address and/or telephone changes to ContractorLicensing@Leegov.com

IMPORTANT CHANGE PLEASE READ:

In an effort to reduce costs and "go green" we will no longer be mailing renewal reminders. If you wish to receive a renewal reminder via email please provide us with your email address along with your case number **LIC2016-00931** to ContractorLicensing@Leegov.com. Re: "renewal by email".

Conditions of Certificate

Renewal due for active and inactive certificate each year in September.

COMP. NO. shall appear on all advertisements including vehicles reflecting a business name,

Shall only contract in D/B/A name as it appears on certificate. Board of Approval required on business name changes.

Cut.Here

LEE COUNTY CERTIFICATE OF COMPETENCY (239) 533-8895

NAME: JESSICA KATHLEEN ZIELINSKI D/B/A P AND T LAWN AND TRACTOR SERVICE IN

LICENSED FOR: Irrigation Sprinkler Cntr

COMP. NO.: LS16-00931 NOT VALID AFTER: 09/30/2021

Signature of License Holder

Conditions of Certificate

Shall maintain required insurances on active certificates.

Shall inform the Contractor Licensing Office of any Address or telephone # change.

Local Business Tax Receipt



Dear Business Owner:

Your 2020-2021 Lee County Local Business Tax Receipt is attached below for account number 1001452.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

£

Lay D. Hal

Lee County Tax Collector

2020 - 2021 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1001452

Account Expires: September 30, 2021

May engage in the business of:

IRRIGATION / LAWN SPRINKLER CONTRACTOR

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 559694-65-2

07/29/2020 11:20 AM \$50.00

Location: 15980 OLD OLGA RD ALVA FL 33920

P AND T LAWN & TRACTOR SERVICE INC ZIELINSKI PETE J 15980 OLD OLGA RD ALVA FL 33920

Local Business Tax Receipt



Dear Business Owner:

Your 2019-2020 Lee County Local Business Tax Receipt is attached below for account number 1001452.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

2

Lay D. Hart

Lee County Tax Collector

2019 - 2020 LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 1001452

Account Expires: September 30, 2020

May engage in the business of:

IRRIGATION / LAWN SPRINKLER CONTRACTOR

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 528474-68-1

08/23/2019 10:50 AM \$50.00

Location: 15980 OLD OLGA RD ALVA FL 33920

P AND T LAWN & TRACTOR SERVICE INC ZIELINSKI PETE J 15980 OLD OLGA RD ALVA FL 33920



LIC2008-00752 petezielinski@comcast.net

License Holder PETE J ZIELINŠKI Name: PAND T LAWN AND TRACTOR SERVICE IN Address: 15980 OLD OLGA ROAD

ALVA, FL 33920

Thank you for assisting Lee County Contractor Licensing in their effort to "Go Green". Please keep this document/file in a safe place as you will not be receiving any additional copies of your license from this office. Be sure to keep your email address current with us at all times.

Below please find your Lee County Certificate of Competency. This Certificate will need to be renewed yearly if you wish to perform work in Unincorporated Lee County. Renewal will begin in the middle of August of each calendar year. If you choose to place your license on inactive status please notify this office as soon as possible. Please keep yourself up to date with our departments information by periodically reviewing our website at www.lee-county.com/dcd/contractorlicensing.htm

In addition to this Certificate, it is your responsibility to maintain your worker's compensation, general liability insurance and obtain a yearly business tax receipt from the Lee County Tax Collector while performing work in Unincorporated Lee County. You may email your certificates of insurance to ContractorLicensing@Leegov.com. Our phone number is 239-533-8895.

Please send e-mail address and/or telephone changes to ContractorLicensing@Leegov.com

IMPORTANT CHANGE PLEASE READ:

In an effort to reduce costs and "go green" we will no longer be mailing renewal reminders. If you wish to receive a renewal reminder via email please provide us with your email address along with your case number **LIC2008-00752** to ContractorLicensing@Leegov.com. Re: "renewal by email".

Conditions of Certificate

Renewal due for active and inactive certificate each year in September.

COMP. NO. shall appear on all advertisements including vehicles reflecting a business name.

Shall only contract in D/B/A name as it appears on certificate. Board of Approval required on business name changes.

.....Cut Here

LEE COUNTY CERTIFICATE OF COMPETENCY (239) 533-8895

NAME: PETE J ZIELINSKI D/B/A P AND T LAWN AND TRACTOR SERVICE IN

LICENSED FOR: Irrigation Sprinkler Cntr

COMP. NO.: LS08-00752 NOT VALID AFTER: 09/30/2021

Signature of License Holder

Conditions of Certificate

Shall maintain required insurances on active certificates.

Shall inform the Contractor Licensing Office of any Address or telephone # change.

fcntriocren2.rpt

Local Business Tax Receipt



Dear Business Owner:

Your 2020-2021 Lee County Local Business Tax Receipt is attached below for account number 0905016.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

2

Lay D. Hart

Lee County Tax Collector

2020 - 2021 LEE COUNTY LOCAL BUSINESS TAX DECEMPT

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

Account Number: 0905016

Location: 15980 OLD OLGA RD ALVA FL 33920

P & T LAWN & TRACTOR SERVICE INC ZIELINSKI PETE 15980 OLD OLGA RD ALVA FL 33920 Account Expires: September 30, 2021

May engage in the business of:

PROFESSIONAL LANDSCAPING COMPANY

The business and qualifier on this Business Tax Receipt is "REGISTERED" in compliance with ordinance 08-08.

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

Payment Information:

PAID 559694-65-3

07/29/2020 11:20 AM \$50.00

Local Business Tax Receipt



Dear Business Owner:

Your 2020-2021 Lee County Local Business Tax Receipt is attached below for account number 8903963.

If there is a change in one of the following, refer to the instructions on the back of this receipt.

- Business name
- Ownership
- Physical location
- Business closed

This is not a bill. Detach the bottom portion and display in a public location.

I hope you have a successful year.

Sincerely,

×

Lay D. Hart

Lee County Tax Collector

2020 - 2021

LEE COUNTY LOCAL BUSINESS TAX RECEIPT

	B.T.		00030/3
Account	Num	iber:	8903963

Account Expires: September 30, 2021

May engage in the business of:

TRACTOR SERVICE

THIS LOCAL BUSINESS TAX RECEIPT IS NON REGULATORY

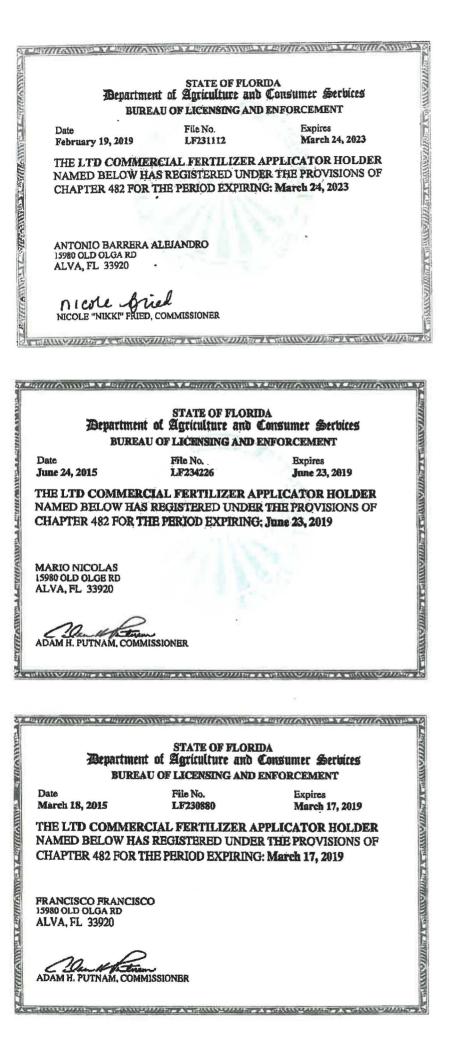
Payment Information:

PAID 559694-65-1

07/29/2020 11:20 AM \$50.00

Location: 15980 OLD OLGA ROAD ALVA FL 33920

P & T TRACTOR SERVICE ZIELINSKI PETE J 15980 OLD OLGA RD ALVA FL 33920



Candida Anna A and the second s STATE OF FLORIDA A PRINTERATIVE A LOS OTRASTIVES A LEVITERATIVE A LEVITIRASTIVE Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT File No. Date Expires August 16, 2018 LF275358 August 15, 2022 THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER - NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022 MARIO HUMBERTO CANIL 15980 OLD OLGA RD ALVA, FL 33920 ADAM H. PUTNAM, COMMISSIONER Contractions & summary summers a summary STATE OF FLORIDA ALLEANNY -Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT Date File No. Expires August 16, 2018 LF275348 August 15, 2022 A STATEMENT A STATEMENT OF STATEMENT AS A THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022 KEVIN DIEGO PABLO 15980 OLD OLGA RD ALVA, FL 33920 ADAM H. PUTNAM, COMMISSIONER

 STATE OF FLORIDA

 Department of Agriculture and Consumer Services

 BUREAU OF LICENSING AND ENFORCEMENT

 Date
 File No.

 August 16, 2018
 EX275347

 August 15, 2022

 THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER

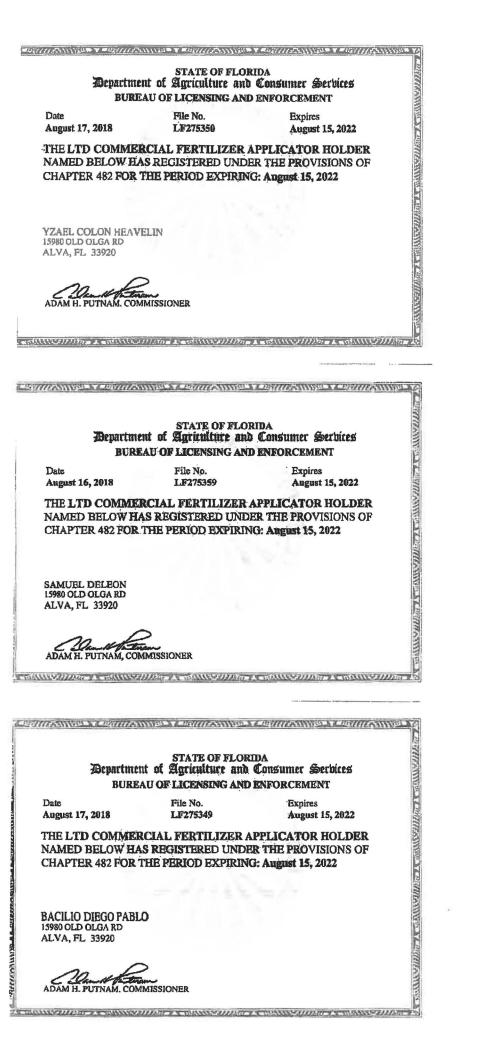
 NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF

 CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022

 ANGEL M GARCIA-MARTINEZ

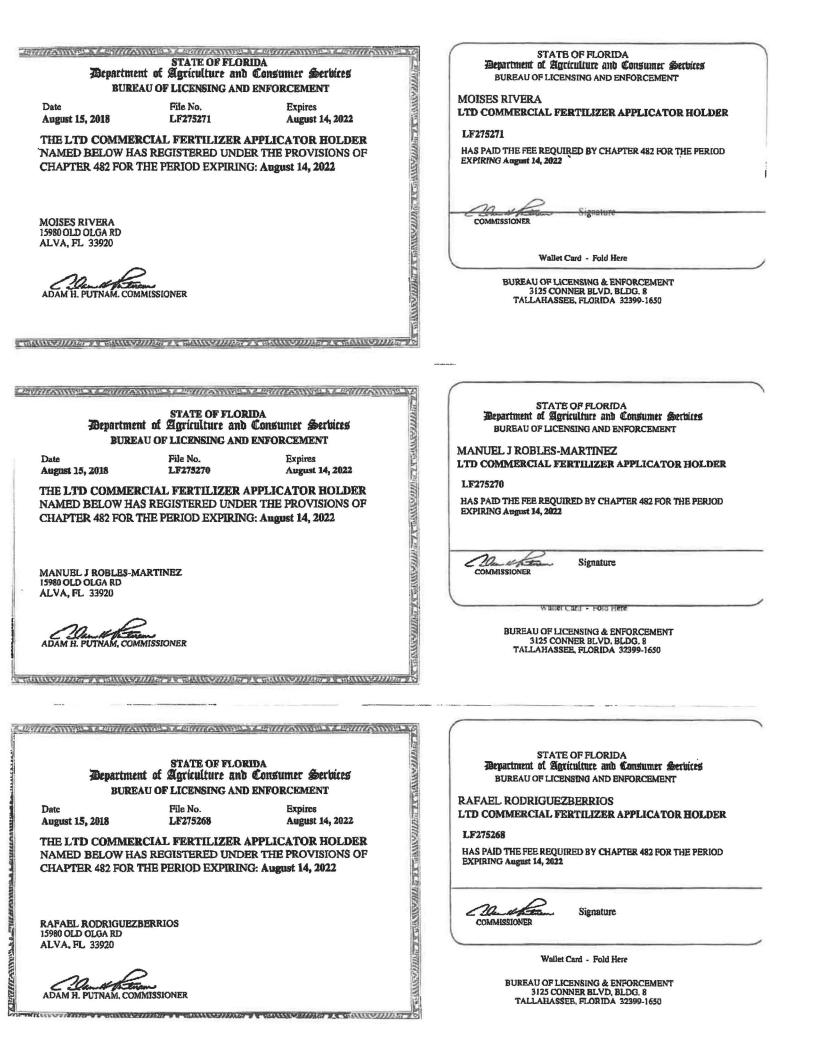
 19980 OLD OLGA RD

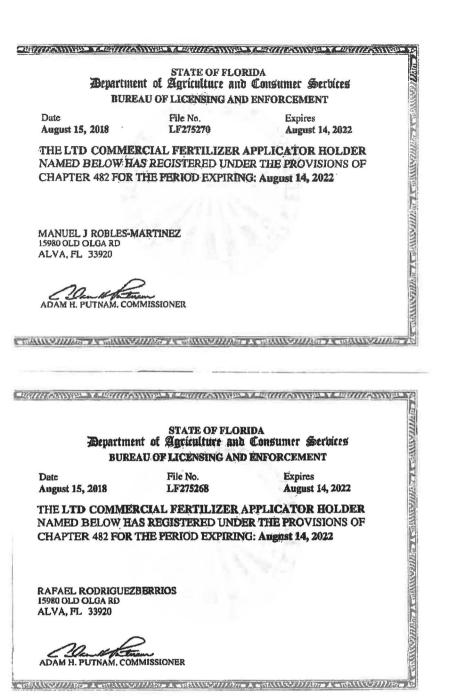
 AUVA, FL 33920



DRITTER WORLS & DRITTERS WITH Description of the providence of the second se STATE OF FLORIDA Department of Agriculture and Consumer Services AMPENDER V SAULYIDER V CAMPADIA V SAULYIDER V SAULYIDER BUREAU OF LICENSING AND ENFORCEMENT Date File No. Expires August 16, 2018 August 15, 2022 LF275346 THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER - NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022 NICOLAS JUAN MARCOS 15980 OLD OLGA RD ALVA, FL 33920 ADAM H. PUTNAM, COMMISSIONER THE PARTY A DESIGNATION OF THE PARTY AND A DESIGNATION OF THE Sugar Contraction and the second s CUMPTER AND A COMPANY STATEMENT A COMPANY STATEMENT OF STATE OF FLORIDA Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT Date File No. Expires August 16, 2018 LF275345 August 15, 2022 THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 15, 2022 JUAN MALDONDO 15980 OLD OLGA RD ALVA, FL 33920 ADAM H. PUTNAM, COMMISSIONER A BOARD AND A CONTRACT OF A STATE OF FLORIDA Charles and the second s Department of Agriculture and Consumer Services BUREAU OF LICENSING AND ENFORCEMENT Date File No. Expires August 15, 2018 LF275271 August 14, 2022 THE LTD COMMERCIAL FERTILIZER APPLICATOR HOLDER NAMED BELOW HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 482 FOR THE PERIOD EXPIRING: August 14, 2022 MOISES RIVERA 15980 OLD OLGA RD ALVA, FL 33920 20 ADAM H. PUTNAM, COMMISSIONER TERMINES INTER A TRANSPORTER TRANSPORTER TRANSPORTER TRANSPORTER TRANSPORTER



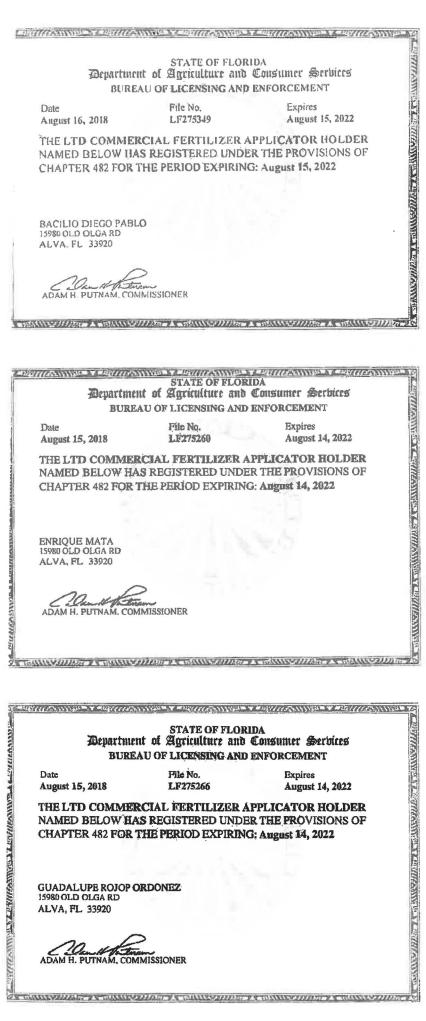


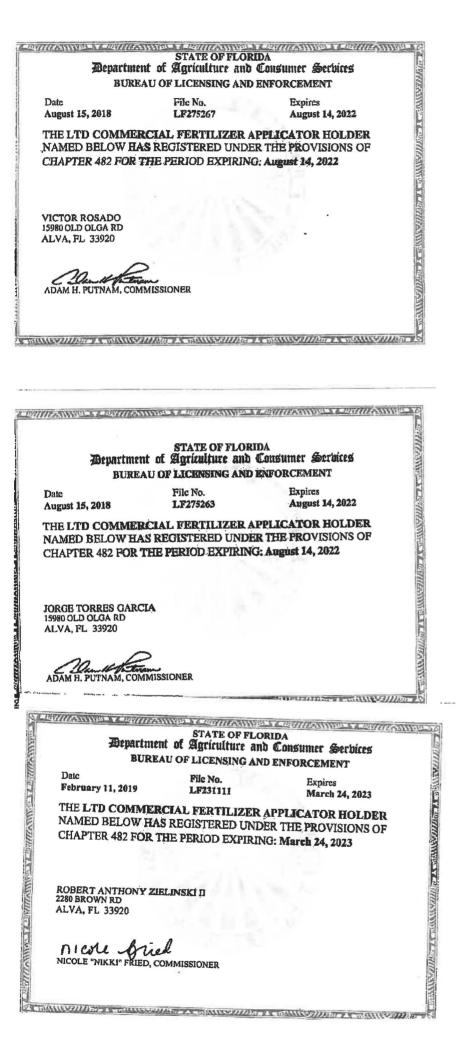


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Thought	STATE OF FLOR	RIDA
	nent of Agriculture and	
BOI	REAU OF LICENSING ANI	DENFORCEMENT
Date	File No.	Expires
April 9, 2019	LF230880	March 17, 2023
FRANCISCO FRANC	ISCO	
15980 OLD OLGA RD	ISCO	
	ISCO	
5980 OLD OLGA RD		

B	UREAU OF LICENSING ANI	DENFORCEMENT	
Date	File No.	Expires	INTE
April 15, 2019	LF234226	Jane 23, 2023	E
THE LTD COM	MERCIAL FERTILIZER	APPLICATOR HOLDER	
NAMED BELOV	V HAS REGISTERED UND	ER THE PROVISIONS OF	
CHAPTER 482 F	OR THE PERIOD EXPIRIN	IG: June 23, 2023	LIEV.
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E.M.			ET UL
MARIO NICOLAS 15980 OLD OLGA RI			IIIA
ALVA, FL 33920	,		111
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1 nicole 1	LED, COMMISSIONER		The second
NICOLE "NIKKI" FR	LED, COMMISSIONER		160
			9

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State of Horida

Woman Business Certification

P & T Lawn & Tractor Service

Is certified under the provisions of 287 and 295.187, Florida Statutes, for a period from:

05/14/2019 to 05/14/2021



Office of Supplier Diversity + 4050 Esplanade Way, Suite 380 + Tallahassee, FL 32399 + 650-487-0915 + www.dms.myflorida.com/osd

THE FOLLOWING PAGES ARE SAMPLES OF THE FORMS THAT WILL BE USED BY THE VILLAGE OF ESTERO IN ITS EVALUATION OF STEP ONE OF THIS BID. THEY ARE PROVIDED FOR BIDDER INFORMATION ONLY.

REFERENCE CHECK FOR STEP ONE: ANNUAL MOWING, LANDSCAPE MAINTENANCE & IRRIGATION MAINTENANCE

NAME OF VENDOR: P & T Lawn and Tractor Service, Inc.

Has this vendor concurrently provided mowing, tree trimming, landscape maintenance and irrigation services for your entity/facility?

Yes_____ No_____

How long have they provided these services for your entity/facility?

How often is your entity/facility serviced by this vendor?

Approximately how large is the area serviced? How many miles?

Did the vendor have the proper equipment to do the job?

Did the vendor have sufficient help to complete the job?

Does the vendor complete the job in a reasonable amount of time?

How would you rate this vendor's response time to your requests?

Excellent	Satisfactory	Poor
L'Aconone	outionation y	1001

Page 27 of 41

Has the vendor ever started	a job and not completed it?	
Yes	No	
Has the vendor started a job	and you had to call him back m	nore than once to complete the job?
Yes	No	
	ints about the vendor – such as n the mower, damaging vehicle	mowing recklessly, not having proper signs s, hurting pedestrians, etc.?
Yes	No	Explanation:
	aff helpful and professional?	
Yes	No	Explanation:
Would you recommend con Yes		If No, please explain:
Additional comments:		
Name of Reference Called:		
Date/Time:	Verified b	y:

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EVALUATION SHEET FOR: ANNUAL MOWING, LANDSCAPE MAINTENANCE & IRRIGATION MAINTENANCE

Vendor Name: P & T Lawn and Tractor Service, Inc.

Criteria One – Experience and References

Pass_____ Fail_____

Criteria Two – Insurance

	1000 6404
Pass	Fail
r ass	ran

Criteria Three - Past Performance with The Village of Estero

Dees	Fail
Pass	Fall

Criteria Four – Proof of Certifications

Pass_____ Fail_____

Committee Evaluation Date/Time:____

VILLAGE OF ESTERO, FLORIDA VENDOR DISCLOSURE FORM

Project No.: RFB 2021-01

Project Name:	P	& Т	Lawn	and	Tractor	Service,	Inc.
Project Name:			LCIAALI	and	riacio	OCIVICC,	

Please check as appropriate:

\checkmark	I am the sole proprietor/owner. The company is not publicly held.
	The company is not publicly held. The names and addresses of the owners having a greater than 5% interest is attached.
	The company is publicly held. The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed Vendor Printed Name Teena Zielinski, President

Company Name: P & T Lawn and Tractor Service, Inc.

Date:

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is NOT acceptable.

1. Teena Zielinski, President

15980 Old Olga Road, Alva, FL 33920

2. Peter Zielinski, Vice President

12270 Hammock Creek Way, Fort Myers, FL 33905

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

Mowing, Landscape Miant, & Irrigation Maint. SOLICITATION NO.: RFB 2021-01 PROJECT NAME: for The Village of Estero

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

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

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

Company Name: P & T Lawn and Tractor Service, Inc.	
Signature Title President 12/20/2020 Date	
STATE OF	
COUNTY OF Lee	1
The foregoing instrument was signed and acknowledged before me this <u>aoth</u> day of <u>becan</u> 20 <u>ao</u> , by <u>leepon</u> <u>clelinski</u> who has produced	iber
(Print or Type Name)	
Deschally (naun_as identification. (Type of Identification and Number)	
MY COMMISSION # GG089334	
Notary Public Signature EXPIRES April 02, 2021	
Antonio Alejandro	

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

VILLAGE OF ESTERO, FLORIDA

STANDARD INSURANCE REQUIREMENTS

Minimum Insurance Requirements: The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided.

a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence\$1,000,000 general aggregate\$500,000 products and completed operations\$500,000 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:

\$500,000 combined single limit (CSL)\$300,000 bodily injury per person\$500,000 bodily injury per accident\$300,000 property damage per accident

c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident \$100,000 disease limit \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b. may be provided in the form of

"Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form

Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella

Policy."

Verification of Coverage:

- 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 Village Manager or designee for review and approval. The certificate shall provide for the following:
 - c. The certificate holder shall read as follows: The Village of Estero, Florida

9401 Corkscrew Palms Circle

Estero, Florida 33928

d. "The Village of Estero, Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

		CERTIFICAT	E OF LIAE	BIL	ITY INS	SURANCE		Date 12/11/2020
Pro		Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691			rights upon t		of information only and c his Certificate does not ar policies below.	
(727) 938-5562				Insurers Affording Coverage NAIO				
Tree	unadu		Inc. 9 Outraidia		insurer A:	Lion Insurance Company		11075
	ured:	South East Personnel Leasing, 2739 U.S. Highway 19 N.	Inc. & Subsidia	aries	Insurer B:			
		Holiday, FL 34691			Insurer C:			
		101000,12 01001			Insurer D:			
					Insurer E:			
and the second se	erage	the second se					WA	
with re	spect to wh	surance listed below have been issued to the insured ich this certificate may be issued or may pertain, the have been reduced by paid claims.						
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number		cy Effective Date M/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limit	s
		GENERAL LIABILITY					Each Occurrence	s
		Commercial General Liability Claims Made Occur					Damage to rented premises (EA occurrence)	6
			4				Med Exp	5
			4				Personal Adv Injury	5
		General aggregate limit applies per:					General Aggregate	5
		Policy Project LOC					Products - Comp/Op Agg	s
-		AUTOMOBILE LIABILITY	h	-			Combined Single Limit	
							(EA Accident)	5
		Any Auto All Owned Autos					Bodily Injury	
		Scheduled Autos					(Per Person)	5
		Hired Autos					Bodily Injury	
		Non-Owned Autos					(Per Accident)	5
							Property Damage (Per Accident)	5
		EXCESS/UMBRELLA LIABILITY					Each Occurrence	
		Occur Claims Made					Aggregate	
		Deductible						
A	-	rs Compensation and yers' Liability	WC 71949	01	/01/2020	01/01/2021	X WC Statu- tory Limits ER	
		prietor/partner/executive officer/member					E.L. Each Accident	\$1,000,000
	excluded						E.L. Disease - Ea Employee	\$1,000,000
	If Yes, d	escribe under special provisions below.					E.L. Disease - Policy Limits	\$1,000,000
	Other		Lion Insura	nce (Company is A	.M. Best Company ra	ated A (Excellent). AM	B # 12616
Desc	riptions	of Operations/Locations/Vehicles/E	xclusions added	by Er	dorsement/S	pecial Provisions:	Client ID: 90-6	57-744
Cover	age only	applies to active employee(s) of South East Pe				-	Client Company":	
Cover	age only	applies to injuries incurred by South East Pers			actor Service, diaries active em		n: Fl.	
		not apply to statutory employee(s) or indepe						
		ive employee(s) leased to the Client Company					ficates@lioninsurancecompany	.com
Proje	ct Name	:						
ISSU	E 11-25-1	9 (BP). REISSUE 12-11-20 (KLT)						
							Rosin D	nte: 6/12/2019
CER	TIFICATE			- Water	NCELLATION			
		VILLAGE OF ESTERO, FLORIDA		insu	irer will endeavor to	o mail 30 days written notice to	Iled before the expiration date ther the certificate holder named to the d upon the insurer, its agents or re	e left, but failure to
		9401 CORKSCREW PALMC CIRCLE				6		
	ESTERO, FL 33928							

	-	-		
	-	_	10	
AC	\mathbf{O}	\boldsymbol{R}	D	
	-	-		

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER CERTIFICATE DOES NOT AFFIRMATIVELY OF BELOW. THIS CERTIFICATE OF INSURANCE PERPENDINCEP AND THE C	R NEGATIVELY AMEND, DOES NOT CONSTITUT	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED E	TE HOL	POLICIES
REPRESENTATIVE OR PRODUCER, AND THE C IMPORTANT: If the certificate holder is an ADD If SUBROGATION IS WAIVED, subject to the te	DITIONAL INSURED, the p rms and conditions of the	e policy, certain p	olicies may	The second		
this certificate does not confer rights to the cert PRODUCER	ľ	A RELIEVE AND	-			
Chapman Insurance Group, LLC		PHONE OLD OT		FAX (A/C, No):		
2455 Tamiami Trail		PHONE (A/C, No, Ext): 941-97 E-MAIL			888-555	9-6583
Port Charlotte FL 33952	-	ADDRESS: COMMERC			1	
	-			RDING COVERAGE		NAIC#
INSURED	DATI AIAAI 04	INSURER A : Southern INSURER B : Owners	I-Owners			10190
P&T LAWN & TRACTOR SERVICE, INC	t i i i i i i i i i i i i i i i i i i i					32700
AND P&T PEST MANAGEMENT		INSURER C :				
15980 OLD OLGA ROAD ALVA FL 33920		INSURER D :				
		INSURER E :				
COVERAGES CERTIFICATE	E NUMBER: 414425964	INSURER F :		REVISION NUMBER:	, iii	
THIS IS TO CERTIFY THAT THE POLICIES OF INSUI INDICATED. NOTWITHSTANDING ANY REQUIREME CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.	RANCE LISTED BELOW HAV NT, TERM OR CONDITION (THE INSURANCE AFFORDE LIMITS SHOWN MAY HAVE E	OF ANY CONTRACT D BY THE POLICIE BEEN REDUCED BY	OR OTHER	ED NAMED ABOVE FOR TI DOCUMENT WITH RESPECT D HEREIN IS SUBJECT TO	CT TO V	VHICH THIS
LTR TYPE OF INSURANCE INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	¹ LIMIT	s	
A X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	20503122	10/5/2020	10/5/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000, \$ 300,00	
				MED EXP (Any one person)	\$ 10,000)
				PERSONAL & ADV INJURY	\$ 1,000,	000
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$ 2,000,	000
X POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,	000
OTHER:					\$	
B AUTOMOBILE LIABILITY	5050312201	10/5/2020	10/5/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000
X ANY AUTO				BODILY INJURY (Per person)	\$	
OWNED SCHEDULED AUTOS ONLY				BODILY INJURY (Per accident)	\$	
X HIRED X NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)	\$	
					\$	1
A X UMBRELLA LIAB X OCCUR	5050312200	10/5/2020	10/5/2021	EACH OCCURRENCE	\$ 2,000,	000
EXCESS LIAB CLAIMS-MADE				AGGREGATE	\$	
DED X RETENTION \$ 10,000					\$	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				PER OTH- STATUTE ER		
ANYPROPRIETOR/PARTNER/EXECUTIVE				E.L. EACH ACCIDENT	\$	
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE	\$	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	-	
A INLAND MARINE	20503122	10/5/2020	10/5/2021	RENTED EQUIPMENT SCHEDULED EQUIP.	100,00 237,91	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORE AUTOMATIC ADDITIONAL INSURED STATUS AND GENERAL LIABILITY AND AUTO. CERTIFICATE HO TO GENERAL LIABILITY AND AUTO. The Village of Estero, it's agents, employees, and put	AUTOMATIC WAIVER OF OLDER IS ADDITIONAL INS	SUBROGATION A SURED ON A PRIM	PPLIES TO C	CERTIFICATE HOLDER V	VITH RE	GARD TO
CERTIFICATE HOLDER		CANCELLATION				
THE VILLAGE OF ESTERO, FLOR 9401 CORKSCREW PALMS CIR # ESTERO FL 33928	IDA 101	SHOULD ANY OF	N DATE TH TH THE POLIC	ESCRIBED POLICIES BE CA EREOF, NOTICE WILL E Y PROVISIONS.		
		Brian & Che	pmun			
		© 19	88-2015 AC	ORD CORPORATION.	All righ	ts reserved.

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PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to The Village of Estero
(Print name of the public entity)

by Teena Zielinski, President

(Print individual's name and title)

for P & T Lawn and Tractor Service, Inc.

(Print name of entity submitting sworn statement)

whose business address is 15980 Old Olga Road, Alva, FL 33920

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0249564

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the Unites States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime:
 - or:
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies*.)

Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

STATE OF Florida
COUNTY OF Lee

PERSONALLY APPEARED BEFORE ME, the undersigned authority, Teena Zielinski (Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this 20^{11} day of December , 2000.

My Commission Expires:

MY COMMISSION # GG089334 EXPIRES April 02, 2021 (NOTARY PUBLIC)

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, <u>P&T Lawn and Tractor Service. Inc.</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

ву:	kena Jelinsti
Name:	Teena Zielinski
Title:	President
Date:	12/20/2020

Scrutinized Companies Certification

1.	This sworn statement is submitted with a bid, proposal, contract, or contract renewal <u>RFB 2021-01</u> <u>Mowing, Landscape Maint, & Imgation Maint.</u> <u>for The Village of Estero</u> Project or contract Imgation Maint.
2.	This sworn statement is submitted by <u>P & T Lawn and Tractor Service, Inc.</u> whose [Name of entity submitting sworn statement]
	business address is 15980 Old Olga Road, Alva, FL 33920
3.	Federal Employer Identification Number (FEIN) is <u>65-0249564</u> (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
4.	My name is <u>Teena Zielinski</u> and my relationship to the above is: [Please print name of individual signing]

5. Based on information and belief, the certification, which I have marked below, is true in relation to the entity submitting this sworn statement as required by §287.135, Florida Statutes.

<u>Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any amount)</u>

President

[V] The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.

[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel.

Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

[The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

[$\sqrt{}$] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[__] Business Operations in Cuba or Sγria (bid, proposal or contract renewal for \$1 Million or more)

[The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

Teena Zielinski Typed Name of AFFIANT AFFIANT President Title STATE OF Florida COUNTY OF Lee 20 The foregoing instrument was executed before me this day of reena ZIELINSK by as , who personally swore or affirmed awnand Tracker that he/she is authorized to execute this document and thereby bind the Corporation, and who is personally known to me OR has produced ______ nunto me as identification. **ANTONIO ALEJANDRO** MY COMMISSION # GG089334

EXPIRES April 02, 2021

NOTARY PUBLIC, State of _____Florida

(stamp)-

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:

1. The Solicitation has been signed and with corporate seal (if applicable).
2. The Solicitation prices offered have been reviewed (if applicable).
3. The price extensions and totals have been checked (if applicable).
4. Substantial and final completion days inserted (if applicable).
5. The original (must be manually signed) and 1 hard copy original and others as specified of the Solicitation has been submitted.
<u>6.</u> Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover. – emailed
7. All modifications have been acknowledged in the space provided.
8. All addendums issued, if any, have been acknowledged in the space provided.
9. Licenses (if applicable) have been inserted.
10. Erasures or other changes made to the Solicitation document have been initialed by the person signing the Solicitation.
12. The following Forms completed/signed/notarized as required: Vendor Disclosure Form, Affidavit Certification Immigration Laws, Insurance Certificate, Public Entity Crime Form, Trench Safety Form, Bid Bond- and/or Certified Check, Scrutinized Companies Certification.
13. Any Delivery information required is included.
14. The mailing envelope has been addressed to: Village of Estero 9401 Corkscrew Palms Circle #101 Estero, FL 33928
15. The mailing envelope MUST_be sealed and marked with: Solicitation Number Opening Date and/or Receiving Date
16. The Solicitation will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise Solicitation cannot be considered or accepted.)
NA 17. If submitting a "NO BID" please write Solicitation number here and check one of the following: Do not offer this product Insufficient time to respond.
Unable to meet specifications (why) Unable to meet bond or insurance requirement. Other:
Company Name and Address:

Page 40 of 41

VILLAGE OF ESTERO, FLORIDA

PROPOSAL QUOTE FORM FOR ANNUAL MOWING, LANDSCAPE MAINTENANCE & IRRIGATION MAINTENANCE (STEP TWO – PRICING)

DATE SUBMITTED: ___ December 22, 2020

VENDOR NAME: P & T Lawn and Tractor Service, Inc.

TO: The Village of Estero Estero, Florida

Having carefully examined the "General Provisions", and the "Special Provisions", all of which are contained in the Contract Documents, the Undersigned proposes to furnish the following which meets these specifications:

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE VILLAGE OF ESTERO WEB SITE FOR ANY PROJECT ADDENDA ISSUED FOR THIS PROJECT. THE VILLAGE WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

The undersigned acknowledges receipt of Addenda numbers: <u>1 (one)</u>

GRAND TOTAL ANNUAL COST - ALL SERVICES: \$ 743,325.20

MOWING:

MOWING, EDGING, TREE TRIMMING & DEBRIS PICK UP:

COSTS Per Cycle:
Armada Court:
Broadway Avenue West:
Broadway Avenue East:
Coconut Road:
Coralee Avenue:
County Road:
Highlands Road:
River Ranch Road:
Sandy Lane:
See See Street:
Trailside Drive:
Via Coconut Point:
Williams Road:
20721 & 20810 Highlands:
Broadway E Past Gate:
Via Coconut South of Pelican Colony:
Estero on the River:

\$	325.00	per cycle
\$	325.00	per cycle
\$_	325.00	per cycle
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The Village of Estero 9401 Corkscrew Palms Circle Estero, FL 33928

(239) 319-2821 www.Estero-fl.gov

DATE: December 1, 2020 SOLICITATION NO.: RFB 2021-01

SUBJECT: ADDENDUM NUMBER: One (1)

REFERENCE: MOWING, LANDSCAPE & IRRIGATION MAINTENANCE

The following changes shall become a part of the Bid Documents and shall be as binding as if contained therein:

The following site is deleted from this bid:

20810 Highlands Avenue

BIDDER IS ADVISED, YOU ARE REQUIRED TO ACKNOWLEDGE RECEIPT OF THIS ADDENDUM WHEN SUBMITTING A BID. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN THE BIDDER BEING CONSIDERED NON-RESPONSIVE.

ALL OTHER TERMS AND CONDITIONS OF THE BIDDING DOCUMENTS ARE AND SHALL REMAIN THE SAME.

Bob Franceschini, C.P.M., CPPB Purchasing Manager Total Cost per Cycle:

\$ 5,525.00

55550 PER CYCLE X 23 CYCLES PER YEAR = 127,075.00 TOTAL

ESTERO PARKWAY LANDSCAPE MAINTENANCE (US 41 TO THREE OAKS PARKWAY):

LANDSCAPE MAINTENANCE (SHRUBS), MOWING & EDGING:

 $\frac{8,469,00}{2}$ PER MONTH TOTAL X 12 MONTHS = $\frac{221,622}{2}$ TOTAL

MULCHING (FURNISH & INSTALL):

33.000.00 PER EVENT X 2 EVENTS PERYEAR = 37.200.00 TOTAL

PALM PRUNING/TREE TRIMMING:

\$12.73 PER TREE/PER OCCURRENCE X 1400 TREES X 4 EVENTS PER YEAR=

\$<u>71288.00</u>TOTAL

WET CHECKS:

 $\underline{2,390}$ OPER MONTH X 12 = $\underline{28, 680}$ OD TOTAL

ROUTINE IRRIGATION MAINTENANCE - AS SPECIFIED HEREIN

AREA: ESTERO PARKWAY FROM US 41 TO THREE OAKS PARKWAY

COST: \$_6.600.00 __ANNUAL COST PER YEAR*

*ANNUAL COST PER YEAR IS BASED ON A SIX (6) WEEK CYCLE FROM MAY TO OCTOBER APPROXIMATELY FOUR (4) TIMES AND A MONTHLY CYCLE FROM NOVEMBER THROUGH APRIL.

*ANY PARTS/COMPONENTS, OTHER THAN INCIDENTAL HARDWARE, THAT IS REQUIRED TO ACCOMPLISH A REPAIR, WILL BE COMPENSATED AT THE RATE OF 115% OF THE DOCUMENTED AWARDED VENDOR'S COST.

TOTAL – ALL SERVICES FOR ESTERO PARKWAY: \$355,396.00

US 41 MEDIANS LANDSCAPE MAINTENANCE:

LANDSCAPE MAINTENANCE (SHRUBS), MOWING & EDGING:

MULCHING (FURNISH & INSTALL):

(0, 800, 00) PER EVENT X 2 EVENTS PERYEAR = (0, 800, 00) TOTAL

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PALM PRUNING/TREE TRIMMING:

\$17.87 PER TREE/PER OCCURRENCE X 165 TREES X 4 EVENTS PER YEAR=

WET CHECKS:

1,210,00 PER MONTH X 12 = 14,520,00 TOTAL

ROUTINE IRRIGATION MAINTENANCE - AS SPECIFIED HEREIN

COST: \$3,300,00 ANNUAL COST PER YEAR*

*ANNUAL COST PER YEAR IS BASED ON A SIX (6) WEEK CYCLE FROM MAY TO OCTOBER APPROXIMATELY FOUR (4) TIMES AND A MONTHLY CYCLE FROM NOVEMBER THROUGH APRIL.

*ANY PARTS/COMPONENTS, OTHER THAN INCIDENTAL HARDWARE, THAT IS REQUIRED TO ACCOMPLISH A REPAIR, WILL BE COMPENSATED AT THE RATE OF 115% OF THE DOCUMENTED AWARDED VENDOR'S COST.

TOTAL - ALL SERVICES FOR US 41 MEDIANS: \$ 260,854.20

GRAND TOTAL ANNUAL COST - ALL SERVICES: \$ 743,325.20

NOTE: THE MULTIPLIERS PROVIDED ARE TO ASSIST IN DETERMINING A COST AS THE BASIS OF AWARD. THE VILLAGE RESERVES THE RIGHT TO ADJUST (INCREASE OR DECREASE) THE FREQUENCY OF SERVICES AT ANY TIME DEPENDING ON ENVIRONMENTAL CONDITIONS.

OPTION A – POST-STORM CLEAN-UP

Following a storm event, the Village's awarded contractor will remove bulk piles of debris from the roadside. Please bid your hourly rate to clean up areas where the debris piles were located of loose material that were left behind that the grappler trucks could not pick up. The hourly rate bid shall include hauling away and the legal/proper disposing of the collected debris.

\$ 125.00 PER HOUR

TO BE STARTED WITHIN	15	CALENDAR DAYS AFTER RECEIPT OF NOTICE
TO PROCEED.		

Bidders should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the bid may be grounds to reject the bid. Are there any modifications to the bid or specifications:

YES_____ NO____

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the bidder being declared nonresponsive or to have the award of the bid rescinded by the Village.

MODIFICATIONS:

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED VENDOR HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS RESPONSE WITH OTHER VENDORS AND HAS NOT COLLUDED WITH ANY OTHER VENDOR OR PARTIES TO A RESPONSE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS.

FIRM NAME P & T Lawn and Tractor Service, Inc.

BY (Printed): Teena Zielinski
BY (Signature) Clerca Juliist
TITLE: President
FEDERAL ID # OR S.S.# 65-0249564
ADDRESS: 15980 Old Olga Road
Alva, FL 33920
PHONE NO.: 239-694-4848
FAX NO.: 239-672-4260
CELLULAR PHONE NO.: 239-707-4610

E-MAIL ADDRESS: TeenaZ@PandTLandscaping.com & JessicaZ@PandTLandscaping.com

VILLAGE OF ESTERO, FLORIDA INVITATION TO BID FOR ANNUAL MOWING, LANDSCAPE MAINTENANCE & IRRIGATION MAINTENANCE (STEP TWO – PRICING)

GENERAL SCOPE OF PROJECT

The purpose of this bid is to solicit prospective bidders to provide mowing, tree trimming, landscape maintenance, and irrigation maintenance for various roads located within the Village of Estero, Florida. The maintenance work consists of providing all labor, materials, equipment, permits and incidentals necessary to perform the work as specified herein.

TERM OF AWARD

If awarded, the terms of this solicitation shall be in effect for one year with three (3) one (1) year renewal options for a total of four (4) years upon mutual agreement of both parties. The Village reserves the right to renew this contract (or any portion thereof) and to negotiate lower pricing as a condition for each renewal.

The Village's performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

MOWING - OVERVIEW

Village of Estero maintained roads. Per the list provided and entitled "Mowing Specifications".

Mowing, edging, tree trimming, and debris pick up of the road right of way. Mowing grass from right of way to right of way as described in the following technical specification and mowing specification. Trimming all trees the entire length of the Village-owned roadway, that obstruct roadway, sidewalks and drainage swales/ditches per technical specifications. Pick up all debris within the road right of way including debris within the roadway and along the sides of the roadway, per technical specifications. Spraying of herbicide to kill grass and weeds growing in the sidewalks and in the curb and gutters.

The awarded bidder understands the Village reserves the right to adjust the number of cycles at any time.

LANDSCAPE MAINTENANCE – OVERVIEW

Areas to be serviced:

Estero Parkway (US 41 to Three Oaks Parkway). Approximately 1.8 miles of roadway.

US 41 Medians (From approximately Pelican Colony Boulevard to Vintage Trace Circle). Approximately 5 miles of roadway (not the exact length of the service area).

IRRIGATION MAINTENANCE - OVERVIEW

Area to be serviced:

Estero Parkway medians from US 41 to Three Oaks Parkway.

US 41 Medians.

BASIS OF AWARD

The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder (Grand Total Annual Cost – All Services).

In the event the lowest responsible and responsive bid for a project exceeds the available funds the Village may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.

The Village reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received.

The Village reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Village Manager.

If work should begin at any other time than the beginning of a monthly cycle, the first invoice for maintenance of that segment shall be paid on a pro-rated basis.

CONSUMER PRICE INDEX ADJUSTMENT

At the Village's sole discretion, the contract price bid for this service may be increased annually on the first of October. If granted, this increase would be based on the July Consumer Price Index for U.S. City Average, Wage, and Clerical Workers, All Items, as published by the Bureau of Labor Statistics, Southeastern Regional Office as of the month of July for that year. The Village will notify the vendor of the increase amount if granted. This increased amount would begin with the billing for the month of October.

SITE CHANGES

The Village may, at its sole discretion, add or delete areas at no change in the unit price of the work as long as the new areas are of a similar nature.

The Village may, at its sole discretion, add new areas of dissimilar nature or alter sites, based on a mutually agreed price, to be negotiated between the vendor and an authorized Village representative.

The Village reserves the right to delete or cancel any site or service at the bid price.

The Village reserves the right to add or delete services based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Village representative.

EXAMINATION OF SITES

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

WORKMANSHIP AND INSPECTION

The supervision of the performance of the work done under this bid is vested wholly with the Village of Estero Public Works. Village of Estero will decide any and all questions which may arise as to the quality and acceptability of equipment, materials used, work performed, and the manner of performance and rate of progress of the work.

All work that does not meet the specifications must be corrected before the Village Public Works will give approval for payment. The Village reserves the right to deny a monthly payment for work not completed for that period of time.

DESIGNATED CONTACT

The awarded bidder shall appoint a person or persons to act as a primary contact for the Village. This person or back-up shall be readily available during normal work hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.

TOLLS

The Village will not reimburse the awarded vendor(s) for any bridge tolls.

WORK SCHEDULE

NOTE: The setting of the work schedule is entirely up to the awarded vendor. The expectations and required level of service are clearly delineated within this document and is the vendor's responsibility to set up a schedule that allows for them to be met. Payment will be made via monthly invoices for services rendered that month. The Village shall be the final judge of whether the work schedule and required number of cycles results in a finished product that meets expectations. While the Village will not dictate the work schedule and details of same, it reserves the right to opine and discuss with the awarded vendor if and when it believes either expectations are not being met or too many cycles are being performed to achieve the desired result.

METHOD OF PAYMENT

Payment will be made to the vendor in monthly installments after receipt of an invoice from the vendor at the end of each time period of one (1) month. The invoice must list the dates serviced and the type of service performed.

ASSIGNMENT OF THIS CONTRACT

The awarded bidder shall not assign or transfer any portion of this agreement.

Sub-contracting is allowed with pre-approval of the Village Representative. However, no sub-contractors are to be used for work under this bid without the pre-approval of the Village representative.

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

The attached document, Affidavit Certification Immigration Laws, is required and should be submitted with your solicitation package. It must be signed and notarized. Failure to include this affidavit with your response will delay the consideration and review of your submission; and could result in your response being disqualified.

Immigration Laws: Village of Estero will not intentionally award Village contracts to any Bidder who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA).

Village shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by the Village.

AGREEMENTS/CONTRACTS

The awarded vendor will be required to execute an Agreement/Contract as a condition of award.

If your firm will require the Village of Estero to sign any type of contract and/or agreement as part of this purchase, please include a copy of these documents with your bid package response. The Village reserves the right to reject any documents that may be submitted.

SUPERVISION AND SAFETY

- A. Provide the maintenance services in a professional manner. During all maintenance work hours provide a qualified and competent English-speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the vendor.
- B. The vendor shall video record in color the entire site prior to commencement of this contract. Care must be taken to ensure that the site is adequately documented – i.e., utility boxes, curbs, signs, and condition of existing sod and plants, including any damage such as weed eater blight. This video will be used to resolve any disputes. In the event that the site is not properly documented and could have reasonably been done and an issue arises, it will be assumed to be the vendor's responsibility and shall be repaired at no cost to the Village. One copy of the video will be retained by the vendor and one copy by the Village.
- C. All vehicles and trailers shall have the vendor's name and business phone number clearly displayed during work hours. Vendor's personnel shall wear appropriate apparel including high visibility safety vest (class II).
- D. It shall be the vendor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The vendor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The vendor shall maintain proper work zones in accordance with the State of Florida, Department of Transportation's Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)
- E. The vendor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA).
- F. The Village requires that mowing equipment have warning lights or a strobe light installed and operating while in operation. Warning signs that read "Mowers Ahead" and meeting the MUTCD specifications be placed in the right-of-way facing each lane of traffic in both directions. Signage shall be placed at the beginning and ending limits of the project.
- G. Prior to the repair of planting areas and replacement of plants, ascertain the location of all drains, electrical cable, conduits, utility lines, supply lines and other subsurface structures. It is the contractor's responsibility to call 811 to have all utilities located, so that proper advance owner

notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements. Properly maintain and protect existing utilities. Repair all items damaged by this work at no additional expense to the Village.

REPORTING AND INSPECTION

Onsite inspections will be conducted at the request of the Village representative and scheduled within five (5) working days of request.

The vendor shall meet with the Village representative on a set monthly schedule to discuss and remedy any field questions and/or associated problems.

INITIAL SITE VISIT

Before the vendor begins any work, the vendor and the Village representative shall meet onsite to clearly define the limits of mowing responsibilities and expectations, and to discuss any relevant issues.

ADDITIONAL INFORMATION

Landscape and Irrigation plans for Estero Parkway and US 41 are attached.

US 41 Irrigation Service/Pump Locations

- US 41 East side of Road north of Coconut Road
- US 41 East side of Road north of Williams Road
- US 41 West side of Road south of Broadway West

Estero Parkway Irrigation Service/Pump Locations:

- South side of Road STA 222+10
- South side of Road STA 250+50
- South side of Road STA 282+50

Estero Parkway landscaping is currently under warranty/establishment service. It is scheduled to come on line under this bid near the end of 2021.

US 41 median landscaping is currently under warranty/establishment service. It is scheduled to come on line under this bid early 2022.

Technical Specifications

The vendor will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

A. MOWING AND EDGING: All turf shall be mowed with mulching type mower equipment to eliminate the need to bag and transport grass clippings. Should bagging be necessary, the bagged clippings shall be collected and removed at no additional cost. St. Augustine and Bahia varieties shall be cut at a height of four and one-half (4.5") inches. Zoysia varieties shall be cut at a height of two (2") inches. The frequency of cutting will be weekly unless at time of mowing the turf is at or below mowing height or if in the turf's health interest (such as inclement weather events and periods of cold/drought) adjust mowing schedule to less than weekly per Florida's Best Management Practices (BMPs).

Mechanical edging of the turf shall be done with each mowing along all sidewalk edges, back of concrete curbs, around all planting beds, utility service boxes, street light bases, sign posts, headwalls, guardrails, timer pedestals, posts, and trees. Metal blade edging is not permitted along back of curbing. Grass root runners extending into the mulched areas shall be cut and removed when the edging is performed. Edging will also be required in all turf areas around isolated trees, sprinkler heads, valve boxes, shrubs, sign posts, manholes, etc. where they exist. All debris on streets, sidewalks or other areas resulting from edging shall be removed. No herbicide shall be used for edging.

All sidewalks, curbing and/or gutters shall be cleaned after each service. All sidewalks shall be blown clean, but no clippings or other debris shall be blown or allowed to be deposited on other adjacent property, into drainage structures, onto roadway surfaces, or accumulate on right-ofway areas.

Mowing area/limits are defined as Right of Way (ROW) to Right of Way (ROW).

- B. WEEDING: Weeding of plant beds, sidewalks (asphalt, concrete or pavers), guardrail bases, and curb joints as well as other mulched areas by chemical and/or hand removal will be performed weekly or as necessary to provide a weed free and well-maintained area.
- C. GENERAL SITE PRUNING: General site pruning shall be defined as the pruning of any plant's foliage below ten-foot (10') foot.

All groundcovers, shrubs, canopy trees and palms up to ten-foot (10') level, shall be inspected and selectively pruned on a weekly or an as needed basis to maintain the proper or required heights for visibility, vehicular movement purposes and to respect the horticultural character of each plant as determined by Village's representative. Pruning shall also include removal of water sprouts, suckers and any dead or diseased foliage or branches. Prune all blooming species to maximize blooms in October to May. From June to September, prune back plants to regenerate and remove dead branching or "witches broom" effect. Perform as needed by maturity and legginess of plants to promote full healthy long lasting plants.

During the first week of October and April, ornamental grasses, such as Fountain grass, Florida Gamma or Fakahatchee grass shall be pruned in a pyramid shape to a twelve-inch (12") or twenty-four (24") height based upon the type of plant. Ornamental type grasses such as Liriope

muscari 'Evergreen Giant', are not to be pruned unless under the direction and approval of the Village's representative.

Plant material with a canopy over pedestrian sidewalks shall be maintained at a minimum height of one hundred twenty inches (120"). Shrubs adjacent to pathways or sidewalks shall be pruned to maintain one foot (1') of clearance from the edge of the pathway and maintained so that they angle or are rounded away from the pathway. Groundcover adjacent to pathways or sidewalks shall be pruned if the structure of the plant requires it to maintain six inches (6") of clearance from the edge of the pathway. Trimming of groundcover is to be performed only under the direction and approval of the Village's representative.

- D. TRASH REMOVAL: With each service, all sites shall be cleaned by removing all trash or debris to include, but not limited to; paper, bottles, cans, other trash, and horticultural debris. All debris or trash pick-ups shall be performed "prior" to mowing in all turf areas. All trash and debris must be disposed of at a properly authorized landfill or disposal site.
- E. STREET CLEANING/SWEEPING: Street Cleaning: A four foot (4') wide area measured from the face of the curb and gutters including turn lanes shall be cleaned with each site service to remove any accumulation of debris or objectionable growth so to maintain a neat and safe condition.
- F. TRAFFIC CONTROL: The contractor shall comply with the requirements of FDOT, Lee County Department of Transportation (LDOT) and/or Village of Estero Maintenance of Traffic (MOT) Policy, whichever applies to the roadway being maintained. The Contractor shall obtain and review the appropriate MOT policy requirements prior to submitting a bid.

The Contractor will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standard Indexes, or other related documents, so to become familiar with the requirements. Strict adherence to the requirements of the MOT policy will be enforced under this Contract.

To assist in employee visibility, employees servicing the area shall wear high visibility safety apparel in compliance with the most current editions of the FDOT Design Standards and Maintenance of Traffic policy.

G. CANOPY TREE AND PALM PRUNING: Canopy trees shall be defined as any large shrub, tree, or palm with foliage above a ten-foot (10') level.

All canopy trees and palms shall be pruned on an as needed basis to create and maintain a seventeen-foot (17') canopy clearance over the roadways and a ten-foot (10') canopy clearance over all pathways. Canopy trees shall be selectively pruned in July to thin the interior canopy of cross branching and to shape the canopy of the trees. The Village's representative shall approve a professional licensed to prune tress under the direction of a Licensed Landscape Architect, Arborist, Tree Surgeon, or other approved profession who shall be responsible for the pruning and sharpening. The work shall be performed per ANSI A300 "Standard Practices for Trees, Shrubs, and other Woody Plant Maintenance" and done in a professional manner in

accordance with "Pruning Standards" of the national Arborist Association or accepted local trade standards and practices.

Palms shall be pruned annually during September of each year to remove all nuts, seed stalks, and brown or dead fronds. However, monthly inspection should be performed to review health and growth rates, remove seed stalks or dangerous conditions such as coconuts, or a dead/damaged frond. Green fronds are not to be to be removed unless specifically approved by the Village's representative.

The work shall be done in a professional manner in accordance with Florida's Best Management Practices. The palms shall not be climbed with tree spikes to remove the fronds. The pruning shall be accomplished by the use of a ladder, boom truck or lift. All debris from the pruning shall be removed and the site shall be left in a clean and neat manner.

When pruning work is being performed with the use of a lift or boom truck, it is required that the adjacent traffic or turn lane to the work area, be closed using traffic control devices and signage per the current FDOT traffic control standards and indexes.

H. FERTILIZATION: Granular fertilization of shrubs and groundcovers shall be applied by hand in a twelve- inch (12") wide radius ring around the base of the plants. Granular fertilization of the trees and palms shall be determined by the caliper (diameter) of the trunk and broadcast by hand in a band around the plant's base from a distance of 12" to the drip line of the palm, whenever possible.

An 8 oz. cup equals one (1) pound. Trees and palms shall receive one (1) cup per one-inch (1") caliper. Shrubs and groundcovers shall receive one (1) cup per three foot (3") of height or spread. Shrubs and groundcovers shall receive one-half (1/2) cup per eighteen inches (18") of height or spread. Fertilizers should have 50 lbs or less of filler per ton of mix. All fertilizer shall be swept off all sidewalks, concrete curbing and paving.

The fertilizer shall be applied as set forth in the following schedule.

Turf Areas and Plant beds containing Shrubs, Groundcovers, and Trees:

Four (4) applications per year per University of Florida research, Florida's BMPs, and in accordance with Lee County ordinances of the June through September black out period. Turf mix to be 50% Nitrogen (N) or greater in slow release with full turf minors. Plant mix to be 50% or greater in Nitrogen (N) and Potassium (K) with full plant minors.

Palms:

Four (4) applications per year per University of Florida research, Florida's BMPs, and in accordance with Lee County ordinances of the June through September black out period. Palm mix to be 50% or greater in Nitrogen (N) and Potassium (K) with full palm minors. Nitrogen component to be 50% or greater slow release.

Should yellowing occur on the top of the fronds, manganese sulfate will be required and if on the lower fronds, Sul-Po-Mag or equivalent will be required to be applied with the palm fertilizer at the rates specified.

- I. MULCHING: Mulch is to be applied twice a year, November and May to maintain at least 3 inches mulch depth.
- J. LANE CLOSURE: Lane closure for median maintenance shall comply with the most current editions of the FDOT Design Standards.
- K. IRRIGATION SYSTEMS: The irrigation systems shall be checked and repaired as necessary. Monitor and adjust irrigation watering schedule on a weekly basis to maintain turf and plant health. Each zone shall be manually turned on from the controller once a month and a thorough inspection conducted to ascertain proper operations of the system. Quick coupling valves, if existing, shall be reviewed weekly and operated quarterly to insure proper operation. Maintenance responsibilities will include cleaning and adjustment of heads, nozzles, drip irrigation, installation or replacement of risers, repair of minor PVC piping breaks or subsurface piping or restricted sprinkler lines, replacement of damaged valve boxes/lids and adjustment of controller and rain shut off switches for settings and operations. Where required, the Contractor shall maintain on site reclaimed water irrigation signage. A monthly report shall be submitted for the pumps covering their condition and maintenance performed.

SUBSURFACE IRRIGATION SYSTEMS:

No excavation or mechanical metal edging around plant beds shall be done within the Right-ofway. Mechanical metal blade edging is permitted along the back of curbing.

Weekly Service Requirements:

1. Inspect system for cuts, leaks, piping damage, and flooded areas. Repair as necessary.

Inspect and re-set controller and in-ground moisture sensor adjustments or other rain sensing devices, as needed.

- 2. System Computer/Controller
 - a. Operate, adjust, and set controller to provide proper system operation.
 - b. Diagnose and repair electrical and mechanical malfunctions.
 - c. Monitor and adjust the system zones moisture levels based upon moisture sensor readings.
 - d. Operate controller on automatic, manual and single trip operation.
 - e. Monitor controller standby battery backup and replace as required.

- 3. Automatic Control Assemblies and Quick Coupling Valves
 - a. Review control valve assembly and by-pass system for proper settings.
 - b. Open zone control valve assemblies and quick coupling valve boxes to review valves for leaks; pressure gauge operation; proper settings and are clean of debris or mulch.
- 4. Pump Sites
 - a. Inspect for proper operations.
 - b. The Contractor shall record and provide to the Village's representative the well water flow meter readings for any well locations.
- 5. Review system water source connections to include water meters, backflow preventers, gate valve points of connection and main lines for proper operation.

Monthly Service Requirements:

- 1. Automatic Control Valve Assembly Manually operate valves, and clean valve assembly filters
- 2. Backflow Assembly Review assembly for proper operation and clean filter as needed
- Quick Coupling Valves Review boxes and operate valve
- 4. Pump Sites
 - a. Once a month, the Contractor will trouble shoot each pump station, checking amperage draw and document the results for future reference.
 - b. Manually run the system to ensure proper coverage and that no sprinkler head and nozzle are spraying onto the roadway. Clean and adjust sprinkler heads and nozzles and irrigation shields to ensure proper coverage.
 - c. The Contractor will check all zone wiring and solenoid conditions through the use of an OHM meter and document the results for future reference.
 - d. The Contractor will clean the strainers filters and inspect them for wear at the Pump Station.
- 5. Manually run the system with open flush caps and review sprinkler head indicators located at the end of zones.
- 6. Review pressure gauge readings at control valve assemblies for each zone, as well as gauges located at the end of zones where present to determine the system and porous piping is functioning properly.
- 7. Check, analyze and adjust flow control devices as required.
- 8. Where there is Rust removal system in-line, verify they are operating effectively and that chemicals are at appropriate levels for continued operation. If necessary, contact the rust maintenance company to refill tanks as needed.

Quarterly Service Requirements:

1. Review all subsurface system piping, valve assemblies, wiring, moisture sensors and controllers for overall operation and provide adjustments as required to assure proper operation and irrigation application.

Conventional Pop-up Irrigation Systems:

Weekly Service Requirements:

- 1. Review the property for signs of deteriorating plant/turf health and manually adjust problem zones from the valve to each head to ascertain proper operation of the system.
- 2. Repair system for any blown-off heads, broken lines or leaks around heads or valves.
- 3. Check the controller and rain sensing devices for proper operation and settings.
- 4. The Contractor shall further adjust all sprinkler heads to ensure that all landscaped areas receive one hundred percent (100%) irrigation coverage.
- 5. Within all work areas the Contractor shall review the plant material and turf for dry conditions and if found correct the problem.
- 6. Sidewalks showing rust staining need to have adjacent zones manually adjusted so that no water is being thrown on impervious surfaces. If staining is present, rust removal systems (if applicable) should be verified to be in working order with Village's representative notified.

Monthly Service Requirements:

- 1. Each zone shall be manually turned on at the valve to ascertain proper operation of the system. As needed, clean and adjust sprinkler heads/nozzles and concrete donuts to ensure proper coverage and that there are no sprinkler heads/nozzles spraying directly onto the roadway.
 - a. Each median and side right-of-way zone shall be manually turned on at the valve to ascertain proper operation of the system.
 - b. Repair system for any blown-off head, broken lines or leaks around heads or valves.
 - c. Check the controllers and rain sensors for proper operation and settings.
 - d. The Contractor shall further adjust all sprinkler heads to ensure that all landscaped areas receive one hundred percent (100%) irrigation coverage with 50% overlap. Flow rates to be reviewed to make sure spray heads have minimal atomizing of water particles. Adjust valve flow to zone as needed to lower PSI to appropriate levels. While 20PSI to 30PSI is typical, system to be reviewed for special conditions as needed.
 - e. Within all work areas the Contractor shall review the plant material and turf for dry conditions and if found correct the problem.
- 2. If applicable, rust removal system to have chemicals verified to be at adequate levels for continued use. Village's representative to be notified if levels are dropping at a faster rate than anticipated. Maintenance company to be called to inspect system for proper function.

General Service Requirements for Irrigation Systems:

1. Should South Florida Water Management District or other governing agency establish water restrictions, the irrigation systems shall be inspected and all other

controllers set to the mandated hours of operation set by the District or Agency. Subsurface systems are exempt from water restrictions.

- 2. Replace defective heads or nozzles, install or replace defective risers and repair minor breaks or restricted sprinkler lines.
- 3. Replace damaged valve boxes/lids if caused by the Maintenance Contractor.
- 4. Inspect, clean, and replace, if necessary, screen/filters within the sprinkler heads.
- 5. Keep all grass and mulch out of all valve boxes. All valve boxes in sod areas are to be kept at sod level. All valve boxes in plant beds are to be kept two inches (2") above finished mulch.
- 6. One hundred percent (100%) irrigation coverage with 50% overlap of all heads shall be maintained within all irrigated landscaped areas.
- 7. Notification to the Village's representative is required when acts of vandalism or accidents have occurred to the irrigation system. Photos shall be taken and provided to the Village's representative at no added cost.

Miscellaneous Irrigation Maintenance Responsibilities:

- 1. Should the temperature be forecast to be below thirty-four (34) degrees, the Contractor shall be responsible for turning the irrigation system off in order to protect plants from possible freeze damage.
- 2. It shall be the Contractor's responsibility to notify the Village's representative of any irrigation problems or additional irrigation maintenance needs.
- 3. The irrigation service personnel must trouble shoot time clocks, i.e. power-in 110 volt and 24-volt fuses, 24 volts output when necessary.
- 4. The irrigation services personnel must trouble shoot any pump start relay, main fuses and capacitors when necessary.
- L. BRICK PAVERS: All median brick paving shall be pressure cleaned twice per year, in April and November, to remove marks, gum and other dirt that may be deposited on the surface areas. Upon finding damaged areas, the contractor shall clean-up debris if present, and or flag off the areas with protective barriers and/or high visibility hazard tape. Damaged areas must be repaired as quickly as possible.
- M. PEST CONTROL: Trees, Palms, Shrubs, Groundcovers, and Sod to be monitored on a weekly basis for pests and diseases and must be treated appropriately by a licensed Pest Control Operator approved by the Village's representative. With the exception of Canary Island Date and Bismarkia Palms which are susceptible to Palm weevils. A monthly bud treatment will be performed for proactive control per University of Florida research and Florida's Best Management Practices.

Mowing Specifications

Street:	North	South	West		Median	From:	To:
	Side of	Side of		Side of			
	Road	Road	Road	Road			
Armada Court						Broadway Avenue	South End of Road
Broadway Avenue West						South Tamiami Trail (US- 41)	Armada
Broadway Avenue West		Ø				South Tamiami Trail (US- 41)	Honolulu Court
Broadway Avenue West		V				River Drive	Pine Tree Lane
Broadway Avenue East	Ø	Ø				South Tamiami Trail (US- 41)	East End of Road
Coconut Road	Ø	it				Coconut Shores Drive	Via Veneto
Coconut Road		Ø				South Tamiami Trail (US- 41)	North Commons Drive
Coralee Avenue	Ø	Ø				River Ranch	West End of Road
County Road		Ø				South Tamiami Trail (US- 41)	Highlands Avenue
Highlands Avenue			V	V		Broadway Avenue East	County Road
River Ranch Road	-		Ø			Corkscrew Road	Coralee Avenue
River Ranch Road				Ø		Corkscrew Road	Spring Ridge Circle
Sandy Lane				Ø		Corkscrew Road	Estero River Circle
Sandy Lane			Ŋ			Corkscrew Road	Broadway Avenue East
See See Street(Center of Cul De Sac)							North End of Road
Trailside Drive	Ø					South Tamiami Trail (US- 41)	South Tamiami Trail (US-41)
Via Coconut Point(Including Roundabouts)				Ø	V	Corkscrew Road	South End of Road
Williams Road					V	Three Oaks Parkway	Kings Road
Williams Road	Ø					Three Oaks Parkway	S Tamiami Trail (US-41)
Additional Areas							
20721 and 20810 Highlands Avenue						*See included map for approximate area.	
Broadway East Property Past Gate						*See included map for approximate area.	
Via Coconut Point & Pelican Colony Blvd						*See included map for approximate area.	
Estero on the River – North of River off Highlands Ave						*10'-12' loop path within area indicated on included map	

VILLAGE OF ESTERO, FLORIDA VENDOR DISCLOSURE FORM

Project No.: RFB 2021-01 Mowing, Landscape Maint, & Irrigation Maint. Project Name: for The Village of Estero

Please check as appropriate:

 I am the sole proprietor/owner. The company is not publicly held.
 The company is not publicly held. The names and addresses of the owners having a greater than 5% interest is attached.
 The company is publicly held. The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed: Veena	3. Cost
Signed.	xfeetwar
Vendor	0
Printed Name Teena Zielii	nski

Company Name: P & T Lawn and Tractor Service, Inc.

1212012020 Date:

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is NOT acceptable.

1. Teena Zielinski, President

15980 Old Olga Road, Alva, FL 33920

2. Peter Zielinski, Vice President

12270 Hammock Creek Way, Fort Myers, FL 33905

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.:_RFB 2021-01 PROJECT NAME: for The Village of Estero

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

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

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

nc.	
12/20/2020	
Date	
ged before me this day of	December
1	
The same set of the se	
	12/20/2020 Date

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

VILLAGE OF ESTERO, FLORIDA

STANDARD INSURANCE REQUIREMENTS

Minimum Insurance Requirements: The Village of Estero in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The Village reserves the right to request additional documentation regarding insurance provided.

a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence\$1,000,000 general aggregate\$500,000 products and completed operations\$500,000 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:

\$500,000 combined single limit (CSL)
\$300,000 bodily injury per person
\$500,000 bodily injury per accident
\$300,000 property damage per accident

c. Workers' Compensation - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$100,000 per accident \$100,000 disease limit \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b. may be provided in the form of

"Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form

Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella

Policy."

Verification of Coverage:

- 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 Village Manager or designee for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows: The Village of Estero, Florida

9401 Corkscrew Palms Circle

Estero, Florida 33928

b. "The Village of Estero, Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

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

CERTIFICATE OF LIABILITY INSURANCE							Date 12/11/2020			
Producer: Plymouth Insurance Agency 2739 U.S. Highway 19 N. Holiday, FL 34691					This Certificate is issued as a matter of information only and rights upon the Certificate Holder. This Certificate does not or alter the coverage afforded by the policies below.			confers no		
(727) 938-5562				1	Insurers Affording Cove	erage	NAIC #			
Inc	ured:	South East Personnel Leasing,	Inc. & Subsidi	Inc. 9 Cubaidiarian		Lion Insurance Company		11075		
		2739 U.S. Highway 19 N.	inc. & Subsidiaries		Insurer B:					
		Holiday, FL 34691			Insurer C:					
		rioliday, r E orioor			Insurer D:					
					Insurer E:					
Cov	verage	5								
with re	spect to wh	surance listed below have been issued to the insured ich this certificate may be issued or may pertain, the have been reduced by paid claims.								
INSR LTR	ADDL INSRD	Type of Insurance	Policy Number		icy Effective Date M/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limi	ts		
		GENERAL LIABILITY					Each Occurrence	5		
		Commercial General Liability Claims Made Occur					Damage to rented premises (E/ occurrence)	A S		
		H					Med Exp	5		
		⊣	4 1				Personal Adv Injury	5		
		General aggregate limit applies per:					General Aggregate	5		
		Policy Project LOC	1 1				Products - Comp/Op Agg	-		
							1 1 00	_ <u>_</u>		
							Combined Single Limit (EA Accident)	5		
		All Owned Autos Scheduled Autos					Bodily Injury (Per Person)	S		
		Hired Autos					Bodily Injury			
		Non-Owned Autos	1 1				(Per Accident)	5		
		Н					Property Damage			
		H	1				(Per Accident)	5		
		EXCESS/UMBRELLA LIABILITY	1				Each Occurrence			
		Occur Claims Made								
							Aggregate			
A Workers Compensation and Employers' Liability		WC 71949	01	01/01/2020	01/01/2021	X WC Statu- tory Limits ER	1-			
		prietor/partner/executive officer/member					E.L. Each Accident	\$1,000,000		
	exclude						E.L. Disease - Ea Employe			
	lf Yes, d	escribe under special provisions below.								
			Į				E.L. Disease - Policy Limits	\$1,000,000		
	Other		Lion Insura	ance (Company is A	.M. Best Company r	ated A (Excellent). AM	B # 12616		
		s of Operations/Locations/Vehicles/E applies to active employee(s) of South East P				• 2 2010-000 - 00 10 100 20 100	Client ID: 90 Client Company";	67-744		
			P&T Law	/n & Ti	ractor Service,I	Inc				
Cover	age only	applies to injuries incurred by South East Pers	sonnel Leasing, Inc. 8	& Subsi	diaries active em	ployee(s), while working i	n: FL.			
		not apply to statutory employee(s) or indepe	.,							
1.00		ive employee(s) leased to the Client Company	y can be obtained by	faxing	a request to (72)	7) 937-2138 or email certi	ficates@lioninsurancecompan	y.com		
Project Name:										
ISSUE 11-25-19 (BP). REISSUE 12-11-20 (KLT)										
Begin Date: 6/12/2019								ate: 6/12/2019		
CER	RTIFICATE	VILLAGE OF ESTERO, FLORIDA			ANCELLATION build any of the above	ve described policies be cance	elled before the expiration date the	reof, the issuina		
insurer w do so shi					urer will endeavor to	o mail 30 days written notice to	the certificate holder named to the upon the insurer, its agents or r	ne left, but failure to		
		9401 CORKSCREW PALMC CIRCLE ESTERO, FL 33928			Davie Farmer					

ACORT	®
ACONL	

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

CER	CERTIFICATE IS ISSUED AS A TIFICATE DOES NOT AFFIRMAT	VELY	OR NEGATIVELY AMEND,	EXTEND OR ALT	ER THE CO	VERAGE AFFORDED E		POLICIES
	OW. THIS CERTIFICATE OF INS RESENTATIVE OR PRODUCER, A			TE A CONTRACT	BETWEEN 1	THE ISSUING INSURER	(S), AU	THORIZED
If SL	DRTANT: If the certificate holder JBROGATION IS WAIVED, subject certificate does not confer rights	to the	terms and conditions of th	ne policy, certain p	olicies may			
PRODUC		o the t		CONTACT NAME: Mary Kay				
Chap	man Insurance Group, LLC			PHONE (A/C, No, Ext): 941-97	and the second se	FAX (A/C, No):	888-550	6583
	Tamiami Trail Charlotte FL 33952			E-MAIL ADDRESS: Commerci			000-000	-0000
FULL	Manotte r E 55652					RDING COVERAGE		NAIC #
				INSURER A : Souther		ISING OUVERINGE		10190
INSURE	D		P&TLAWN-01	INSURER B : Owners				32700
	AWN & TRACTOR SERVICE, I	NC		INSURER C :				OLIVO
	P&T PEST MANAGEMENT			INSURER D :				
	FL 33920			INSURER E :				
				INSURER F :				
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INDI CER EXCI	IS TO CERTIFY THAT THE POLICIES CATED. NOTWITHSTANDING ANY RI TIFICATE MAY BE ISSUED OR MAY LUSIONS AND CONDITIONS OF SUCH	EQUIRE PERTA	MENT, TERM OR CONDITION IN, THE INSURANCE AFFORD ES. LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER S DESCRIBE PAID CLAIMS	DOCUMENT WITH RESPECT	CT TO V	VHICH THIS
INSR LTR	TYPE OF INSURANCE	INSD Y	YVD POLICY NUMBER	POLICY EFF (MM/DD/YYYY)		² LIMIT	S	
AX	CLAIMS-MADE X OCCUR		20503122	10/5/2020	10/5/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000, \$ 300,00	
						MED EXP (Any one person)	\$ 10,000)
						PERSONAL & ADV INJURY	\$ 1,000,	000
G	EN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,	000
X	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$ 2,000,	000
	OTHER:						\$	
BA	UTOMOBILE LIABILITY		5050312201	10/5/2020	10/5/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000
X	ANY AUTO					BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$	
X						PROPERTY DAMAGE (Per accident)	\$	
	· · · · · · · · · · · · · · · · · · ·						\$	
A X	UMBRELLA LIAB X OCCUR		5050312200	10/5/2020	10/5/2021	EACH OCCURRENCE	\$ 2,000,	000
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$	
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AN	IYPROPRIETOR/PARTNER/EXECUTIVE	N/A				E.L. EACH ACCIDENT	s	
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DE DE	yes, describe under ESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$	
A IN	LAND MARINE		20503122	10/5/2020	10/5/2021	RENTED EQUIPMENT SCHEDULED EQUIP.	100,00 237,91	
AUTO GENE TO G	PTION OF OPERATIONS / LOCATIONS / VEHIC MATIC ADDITIONAL INSURED ST/ RAL LIABILITY AND AUTO. CERTI ENERAL LIABILITY AND AUTO. Illage of Estero, it's agents, employe	TUS A	ND AUTOMATIC WAIVER O HOLDER IS ADDITIONAL IN	F SUBROGATION A	APPLIES TO (MARY AND N	CERTIFICATE HOLDER V	VITH RE	GARD TO HREGARDS
CERT	IFICATE HOLDER			CANCELLATION				
	THE VILLAGE OF ESTER 9401 CORKSCREW PALI ESTERO FL 33928			THE EXPIRATIO ACCORDANCE W		DESCRIBED POLICIES BE C. IEREOF, NOTICE WILL I CY PROVISIONS.		
				© 1988-2015 ACORD CORPORATION. All rights reserved.				

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PUBLIC ENTITY CRIME FORM

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

	(Print name of the public ent
by	Teena Zielinski, President
•	(Print individual's name and title)
or	P & T Lawn and Tractor Service, Inc.
1	(Print name of entity submitting sworn stateme
who	se business address is 15980 Old Olga Road, Alva, FL 33920

(If applicable) its Federal Employer Identification Number (FEIN) is 65-0249564

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), <u>Florida Statutes</u>, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other states, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 4. I understand that "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 1. A predecessor or successor of a person convicted of a public entity crime:
 - or:
 - 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
- 5. I understand that a "person" as defined in Paragraph 287.133(1) (c), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
- 6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. (*Please indicate which statement applies*.)

Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature) Date

STATE OF Florida
COUNTY OF Lee

(Name of individual signing) who, after first being sworn by me, affixed his/her signature in the space provided above on this day of December, 2000.

MY COMMISSION # GG089334 EXPIRES April 02, 2021

(NOTARY PUBLIC)

My Commission Expires:



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation P&T LAWN & TRACTOR S	SERVICE, INC		
Filing Information			
Document Number	S29834		
FEI/EIN Number	65-0249564		
Date Filed	02/04/1991		
State	FL		
Status	ACTIVE		
Last Event	NAME CHANGE AMENDMENT		
Event Date Filed	04/08/2010		
Event Effective Date	NONE		
Principal Address			
15980 OLD OLGA ROAD ALVA, FL 33920			
Changed: 01/21/1994			
Mailing Address			
15980 OLD OLGA ROAD			
ALVA, FL 33920			
Changed: 03/24/2009			
Registered Agent Name & A	Address		
TEENA ZIELINSKI			
15980 OLD OLGA RD.			
ALVA, FL 33920			
Name Changed: 03/30/199	93		
Address Changed: 03/30/1	993		
Officer/Director Detail			
Name & Address			
Title PRES			
ZIELINSKI, TEENA 15980 OLD OLGA RD ALVA, FL 33920			

Title VP

ZIELINSKI, PETER JOHN 12270 Hammock Creek Way Fort Myers, FL 33905

Annual Reports

Report Year	Filed Date
2018	01/22/2018
2019	03/28/2019
2020	01/26/2020

Document Images

01/26/2020 - ANNUAL REPORT	View image in PDF format
03/28/2019 - ANNUAL REPORT	View image in PDF format
01/22/2018 - ANNUAL REPORT	View image in PDF format
01/25/2017 ANNUAL REPORT	View image in PDF format
03/14/2016 ANNUAL REPORT	View image in PDF format
03/23/2015 ANNUAL REPORT	View image in PDF format
01/20/2014 - ANNUAL REPORT	View image in PDF format
01/29/2013 ANNUAL REPORT	View image in PDF format
02/12/2012 - ANNUAL REPORT	View image in PDF format
03/21/2011 ANNUAL REPORT	View image in PDF format
04/08/2010 - Name Change	View image in PDF format
03/31/2010 ANNUAL REPORT	View image in PDF format
03/24/2009 ANNUAL REPORT	View image in PDF format
02/09/2008 ANNUAL REPORT	View image in PDF format
01/22/2007 - ANNUAL REPORT	View image in PDF format
01/16/2006 ANNUAL REPORT	View image in PDF format
01/12/2005 ANNUAL REPORT	View image in PDF format
01/28/2004 ANNUAL REPORT	View image in PDF format
04/30/2003 ANNUAL REPORT	View image in PDF format
02/20/2002 ANNUAL REPORT	View image in PDF format
04/16/2001 ANNUAL REPORT	View image in PDF format
03/04/2000 ANNUAL REPORT	View image in PDF format
03/16/1999 ANNUAL REPORT	View image in PDF format
01/29/1998 ANNUAL REPORT	View image in PDF format
02/06/1997 ANNUAL REPORT	View image in PDF format
02/13/1996 - ANNUAL REPORT	View image in PDF format
03/31/1995 ANNUAL REPORT	View image in PDF format

APPENDIX A, 44 C.F.R. PART 18 - CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

- 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of 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.
- 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, <u>P&T Lawn and Tractor Service, Inc.</u>, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

By Name: Teena Zielinski Title: President 2120120 Date:

Scrutinized Companies Certification

1.	This sworn statement is submitted with a bid, proposal, contract, or contract renewal <u>RFB 2021-01</u> , for
	number] [Project name]
2.	This sworn statement is submitted by P & T Lawn and Tractor Service, Inc. whose
	[Name of entity submitting sworn statement]
	business address is 15980 Old Olga Road, Alva, FL 33920
3.	Federal Employer Identification Number (FEIN) is65-0249564 (or if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
4.	My name is <u>Teena Zielinski</u> and my relationship to the above is: [Please print name of individual signing]
	President
5	Based on information and belief the certification, which I have marked below is true in relation to the

[] Scrutinized Companies that Boycott Israel List (bid, proposal or contract renewal for any

entity submitting this sworn statement as required by §287.135, Florida Statutes.

amount)

 $\sqrt{1}$ The entity submitting this sworn statement is not on the Scrutinized Companies that Boycott Israel List nor is it engaged in a boycott of Israel.

[] The entity submitting this sworn statement is on the Scrutinized Companies that Boycott Israel List or is actively engaged in a boycott of Israel.

Scrutinized Companies with Activities in Sudan List (bid, proposal or contract renewal for \$1 Million or more)

[] The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in Sudan List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in Sudan List.

[] Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List (bid, proposal or contract renewal for \$1 Million or more)

[The entity submitting this sworn statement is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] The entity submitting this sworn statement is on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

[] Business Operations in Cuba or Syria (bid, proposal or contract renewal for \$1 Million or more)

 $[\checkmark]$ The entity submitting this sworn statement does not have business operations in Cuba or Syria.

[] The entity submitting this sworn statement does have business operations in Cuba or Syria.

Pursuant to §287.135, Florida Statutes, if the Village determines the entity executing this Certification has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel after this certification is executed, any associated contract with the Village may be subsequently terminated by the Village. Similarly, if the Village determines the entity is found to have submitted a false certification, is

later placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations with Cuba or Syria, the Village may terminate any associated contracts with the entity.

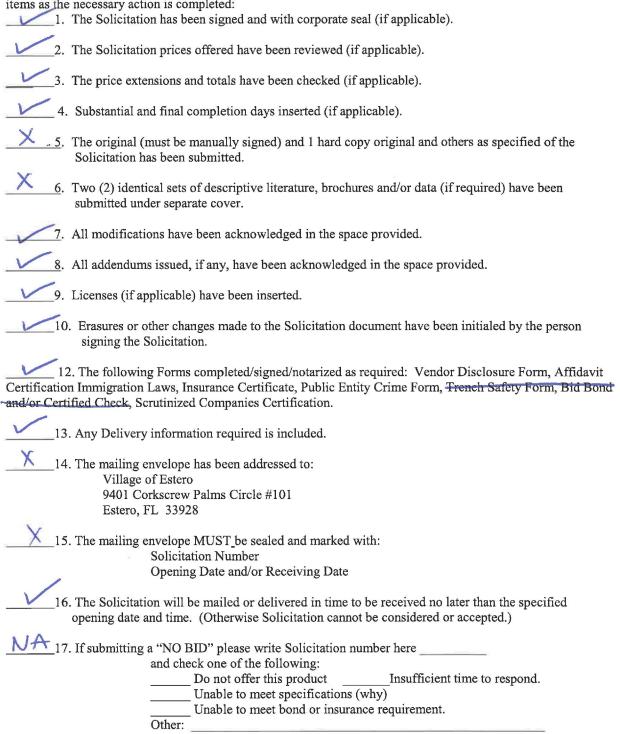
Notwithstanding any other contract language to the contrary, the entity executing this Certification expressly assents to the termination provisions included herein as binding upon any contracts between it and the Village.

By the signature(s) below, I, the undersigned, as authorized signatory to commit the certifying entity, attest that the information as provided in this form is truthful and correct at the time of submission.

deena Silver	Teena Zielinski Typed Name of AFFIANT
President Title	
STATE OF_Florida	COUNTY OF Lee
by <u>Teena Zielinski</u> P & T Lawn and Tractor Service, Inc.	me this <u>20</u> day of <u>December</u> , 20 <u>20</u> as <u>President</u> of _, who personally swore or affirmed ent and thereby bind the Corporation, and who is ersonally known to me
ANTONIO ALEJANDRO MY COMMISSION # GG089334 EXPIRES April 02, 2021 (stamp)	NOTARY PUBLIC, State of <u>Florida</u>

VILLAGE OF ESTERO - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your response package. Please check off each of the following items as the necessary action is completed:



Company Name and Address:

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VILLAGE OF ESTERO, FLORIDA VENDOR DISCLOSURE FORM

Project No.: RFB 2021-01

Project Name:	P 8	kΤ	Lawn	and	Tractor	Service,	Inc.
Project Name:	1 0	K I.	LCIAALL	and	riacio	OCIVICC,	

Please check as appropriate:

\checkmark	I am the sole proprietor/owner. The company is not publicly held.
	The company is not publicly held. The names and addresses of the owners having a greater than 5% interest is attached.
	The company is publicly held. The names and addresses of the owners having a greater than 5% interest is attached.

I do hereby certify that to the best of my knowledge and belief certify that the information above and attached is true and correct.

Signed Vendor Printed Name Teena Zielinski, President

Company Name: P & T Lawn and Tractor Service, Inc.

Date:

NAMES & ADDRESSES OF OWNERS

NOTE: Please list individuals; the listing of a corporation(s) is NOT acceptable.

1. Teena Zielinski, President

15980 Old Olga Road, Alva, FL 33920

2. Peter Zielinski, Vice President

12270 Hammock Creek Way, Fort Myers, FL 33905

AGENDA ITEM SUMMARY SHEET VILLAGE COUNCIL MEETING January 20, 2021

Agenda Item:

Estero Crossing - Corkscrew Road/Puente Lane Traffic Signal Agreement

Description:

As part of The Estero Crossing zoning approval, the project developer is required to pay for a portion of the cost to design, permit, and construct a traffic signal at the intersection of Corkscrew Road and Puente Lane. The developer previously paid the Village for the design and permitting of the traffic signal.

Attached is a proposed agreement between the Village of Estero and the Estero Crossing Developer, SD Estero Crossings LLC. The agreement outlines the payment and associated conditions related to the construction of the traffic signal at Corkscrew Road and Puente Lane.

Per the agreement, SD Estero Crossings LCC will pay the Village of Estero \$180,652.67 no later than twenty days after the effective date of the agreement.

Action Requested:

Approve the Agreement between the Village of Estero and SD Estero Crossings LLC for the payment of construction costs for the construction of the Corkscrew Road/Puente Lane Traffic Signal.

Authorize the Mayor to execute this agreement on behalf of the Village of Estero Council.

Financial Impacts:

The Village of Estero will receive payment from SD Estero Crossings LLC in the amount of \$180,652.67 to pay for their share of the Corkscrew Road Puente Lane Traffic Signal construction cost.

Attachments:

1. Traffic Signal Improvement Cost Sharing Agreement

TRAFFIC SIGNAL IMPROVEMENT COST SHARING AGREEMENT

This <u>Traffic Signal Improvement</u> Cost Sharing Agreement ("<u>Agreement</u>") is made effective as of this ______ day of ______, 2021 ("<u>Effective Date</u>"), by and between SD Estero Crossings LLC, a Florida Limited Liability Corporation (hereafter "SD"), whose address is 2639 Professional Circle, Suite 1201, Naples, FL 34119, and the Village of Estero, a Florida municipal corporation (hereafter "Village") whose address is 9401 Corkscrew Palms Circle, 2nd Floor, Estero, Florida, 33928.

RECITALS

A. SD is the owner of certain real property located in Lee County, Florida, ("<u>Property</u>"); and

B. The Property is adjacent or proximate to that certain roadway intersection ("<u>Intersection</u>") of Corkscrew Road (running roughly east to west) and Puente Lane / Estero Town Commons Place (running roughly south to north); and

C. Village authorized the acceleration of the design, specifications and permitting of the traffic signal device and related improvements as described more in-depth herein; and

D. Village is coordinating with Lee County, a political subdivision, the entity with jurisdiction of Corkscrew Road, to accelerate funding of the Traffic Signal Improvements obligations of the property owners to adjacent to the Intersection; and

E. SD is required by condition 5 and 6 of Ordinance 2019-29, the zoning ordinance for the SD Property, to pay a proportionate share of the cost of the design and permitting of a traffic signal device and related improvements at the Intersection, including, but not limited to, traffic lights and signage, mast arms, pedestrian signals and signage, pedestrian crossing bars, curb modifications, loops, controllers, electrical service, and pavement markings, all as may be applicable (collectively, "<u>Traffic Signal Improvements</u>"). The payment for the Traffic Signal Improvements must be made prior to the issuance of a development order for the development approved in Ordinance 2019-29.

F. SD's proportionate share percentage was determined by an outside transportation consultant for the Village. SD's share is 23.39% (percent) of the cost of the Traffic Signal Improvements. The current estimated proportionate share payment for Traffic Signal Improvements is estimated to be \$180,652.67.

NOW, THEREFORE, SD and Village do hereby agree as follows:

1. <u>Recitals</u>. The above recitals are true and correct and are incorporated herein by reference.

2. <u>Construction</u>. The Village of Estero retained Stantec on February 6, 2019, to undertake the design and permitting of the Traffic Signal Improvements (Contract number EC2019-07). The Village, through its consultant, has applied for and is diligently pursuing the issuance of all applicable governmental permits and approvals necessary for construction of the Traffic Signal Improvements, including, but not necessarily limited to, permits and/or approvals from the Florida Department of Transportation and/or the Lee County Department of Transportation, and South Florida Water Management District (collectively, the "<u>Permits</u>").

3. <u>Project Costs</u>. SD agrees to pay, and is hereby obligated to pay, its pro-rata share of the construction cost of the Traffic Signal Improvements. SD's respective pro-rata share of the Traffic Signal Improvements is 23.39%.

4. <u>Funding of Improvements</u>. By no later than twenty (20) days after the Effective Date hereof, SD shall remit to the Village of Estero the Pro-Rata Share of the Costs for the Traffic Signal Improvements. Upon payment of the proportionate share of the Traffic Signal Improvements to the Village SD will have satisfied its obligations regarding the Traffic Signal Improvements with respect to Ordinance 2019-29 and any related development orders. Notwithstanding, if the actual construction costs for the Traffic Signal Improvements does not conform with the estimated proportionate share of \$180,652.67, the Village and SD shall be obligated as follows: (a) If the actual proportionate share is less than the amount above the Village shall remit any amounts in excess to SD within 60 days from written notice. If, however, SD's proportionate share is later determined to exceed the above amount, the Village shall seek reimbursement from SD which shall be paid within 60 days from written notice; failure to remit additional amounts shall constitute a lien against SD's Property along with any remedies provided for in Paragraphs 5 and 7 below.

5. <u>Ordinance and Design/Permitting Agreement</u>. This Agreement, to the extent it is inconsistent with the agreement between SD and Village on the Design and Permitting of the Traffic Signal Improvements, shall supersede the prior Agreement and be the controlling document. SD paid the funds due and owing as required by the agreement regarding the proportionate share of the design and permitting. The Village will take the necessary steps to amend Ordinance 2019-29, Village of Estero, in particular Paragraphs 5 and 6, to be consistent with this Agreement subsequent to the adoption of this Agreement.

6. <u>Non-Performance</u>. If SD fails to comply with the terms and conditions of this Agreement, the Village may deliver written notice ("<u>Cure Notice</u>") to SD to cure such failure within fifteen (15) days after delivery of the Cure Notice (or, if a non-monetary breach cannot reasonably be cured within fifteen (15) days, commence to cure within fifteen (15) days after delivery of the Cure Notice and thereafter diligently pursue and effectuate a cure). If SD fails to timely cure (or commence to cure, as applicable), the Village may elect to issue a Stop Work Order and to withhold future permits until full payment has been made by SD. Any amount payable under this Agreement which is not paid within thirty (30) days of the date due shall accrue interest at a rate equal to the lesser of eighteen percent (18%) per annum or the highest legal interest rate under Florida law.

7. <u>Default</u>. If any party defaults under this Agreement, then the other parties shall be entitled to pursue all legal and equitable remedies available under law.

8. <u>Notices</u>. All notices, demands, requests, and other communications required hereunder shall be in writing. All such notices, demands, requests and other communications (and copies thereof) shall be deemed to be delivered: (a) if sent by messenger, upon personal delivery to the Party to whom the notice is directed; (b) if sent by facsimile or electronic mail or other electronic transmission, upon transmission; (c) if sent by overnight courier, with request for next business day delivery, on the next business day after sending; or (d) whether actually received or not, two (2) business days after deposit in a regularly-maintained receptacle for the United States mail, registered or certified, return receipt requested, postage prepaid, addressed as follows (or to such other address as the Parties may specify by notice given pursuant to this Section):

If to SD:	SD ESTERO CROSSINGS, LLC Attn: Keith Gelder 2639 Professional Circle, Suite 101 Naples, Florida 34119 Phone: 239-592-7344 Fax: Email: Kgelder@stockdevelopment.com
With a copy to:	Craig Grinder, Esq. Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail N., Suite 300 Naples, Florida 34013 Phone: 239-435-3535 Fax: 239-435-1218 Email: cgrider@cyklawfirm.com
If to Village:	Steven R. Sarkozy, Village Manager Village of Estero 9401 Corkscrew Palms Circle, 2 nd Floor Estero, FL 33928 Phone: (239) 221-5035 Email: sarkozy@estero-fl.gov
With a copy to:	Derek P. Rooney, Esq. Grey Robinson 1404 Dean Street, Suite 300 Fort Myers, FL 33901 Phone: (239) 254-8455 Email: Derek.Rooney@gray-robinson.com

9. <u>Binding Effect; Amendment; Term.</u> This Agreement shall run with title to the Properties and be binding upon and inure to the benefit of SD its assigns and successors in title. No prior or present agreements or representations regarding the subject matter hereof shall be binding upon SD unless incorporated in this Agreement. No modification or changes in this Agreement shall be valid or binding upon SD unless in writing and executed by SD. The Agreement shall remain in effect until the completion of construction of the Traffic Signal Improvements by Lee County, Florida, including any timeframes required for certification of the improvements and any ensuing warranty periods, and until completion of the improvements permitted in Ordinance 2019-29 are completed and certified as complete.

10. <u>Severability and Waiver</u>. In the event that any provision of this Agreement shall be held to be invalid or unenforceable, that provision shall be deleted from this Agreement without affecting, in any respect whatsoever, the validity of the remainder of this Agreement. No waiver of any provisions of this Agreement shall be binding, unless executed in writing by SD making the waiver. No waiver of any of the provisions of this Agreement shall be deemed or inferred from SD's conduct or for any other reason, nor shall any waiver of a provision constitute a waiver of any other provisions, whether or not similar. No waiver of any provision of this Agreement shall constitute a continuing waiver.

11. <u>Further Assurances</u>. Without additional consideration, the Parties will sign, acknowledge, and deliver any other documents and take any other action necessary or appropriate, and reasonably requested by the other, to carry out the intent and purpose of this Agreement.

12. <u>Attorneys' Fees</u>. If any Party initiates or is made a party to legal proceedings (whether judicial, administrative, declaratory, in arbitration or otherwise) in connection with this Agreement, then the non-prevailing Party in those proceedings will pay the costs and attorneys' fees, including the costs and attorneys' fees of appellate proceedings, incurred by the prevailing Party. This obligation to pay attorneys' fees and costs will apply also to settlements of disputes and to collection efforts.

13. <u>Waiver of Jury Trial</u>. THE PARTIES EACH EXPRESSLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT. ANY DISPUTE RELATED TO THIS AGREEMENT SHALL BE ADJUDICATED SOLELY BY A JUDGE.

14. <u>Governing Law; Venue</u>. This Agreement shall be construed under the laws of the State of Florida. The exclusive jurisdiction and venue for any disputes under this Agreement shall be in the Circuit Court of Lee County, Florida.

15. <u>Time of the Essence; Force Majeure</u>. Time is of the essence for each and every provision of this Agreement. Notwithstanding anything in this Agreement to the contrary, if any Party shall be delayed or hindered in, or prevented from the performance of, any non-monetary act required under this Agreement by reason of strike, lockout, civil commotion, warlike operation, invasion, rebellion, hostilities, military or usurped power, sabotage, government regulations or controls, inability to obtain any required material, floods, other natural disasters, or acts of God, or for any other cause beyond the reasonable control of the Party who is seeking additional time for the performance of such act, then the time allotted for performance of such act shall be extended for the period of the delay; provided, however, in no event shall this paragraph apply to obligations for the payment of money under this Agreement.

16. <u>Counterparts; Signatures</u>. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which together shall constitute one and the same instrument. Signatures hereon transmitted by facsimile or electronic means shall be deemed original for all purposes.

17. <u>No Recording</u>. In no event shall this Agreement or any memorandum hereof be recorded in the Public Records of any county without the prior written consent of all Parties.

Signatures appear on the following page.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

SD ESTERO CROSSINGS, LLC A Florida Limited Liability Company

Witness Signature

By_____ Brian K. Stock

Printed Name

Title Manager

Witness Signature

Printed Name

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged and executed before me this _____ day of , 2021, by Brian K. Stock, Manager of SD Estero Crossings, LLC, a Florida Limited Liability Company. He is [] personally known to me, or [] has produced as identification.

(Notary Seal)

Notary Public, State of	
Printed Name:	
My Commission Expires:	

VILLAGE OF ESTERO, FLORIDA

Attest:

By:

By: ____

William Ribble, Mayor

Reviewed for legal sufficiency:

Steve Sarkozy, Village Clerk

By:

Burt Saunders, Esq. Village Attorney

AGENDA ITEM SUMMARY SHEET VILLAGE COUNCIL MEETING JANUARY 20, 2021

Agenda Item:

Second reading and public hearing of Ordinance 2020-11 for Estero Crossing relating to the traffic signal at Corkscrew Road and Puente Lane

Description:

Estero Crossing rezoning was approved by the Village Council in January, 2020 for a mixed use development with multiple family units and commercial development on 43 acres east of the Lowe's plaza on the south side of Corkscrew Road.

Stock Development plans to develop the property and recently submitted a development order for the commercial site and the reverse frontage road. As part of the zoning approval, there was a condition that Stock pay a proportionate share of the cost of the traffic signal. The condition also said that the proportionate share would be paid as part of Phase 1 and prior to issuance of any development order, and further that the traffic signal must be complete and operational prior to the first certificate of compliance for vertical development. Because Lee County is the entity that controls when the signal will become operational, not Stock or the Village, Stock has requested the zoning language be amended to allow them to pay their share, but remove the stipulation of the traffic signal being operational, and retaining language that the reverse frontage road must be complete before they can be issued any certificate of compliance for vertical development.

The Village approved an agreement with Stock on May 27, 2020 for payment of the proportionate share for design and permitting. A separate agreement with the Village for the remaining costs of construction is scheduled for Council review on January 20, 2021.

The Ordinance was reviewed by the Planning and Zoning Board on December 15, 2020 and they recommended approval.

Action Requested:

Approval of Ordinance 2020-11

Financial Impact:

Minor cost for newspaper advertisement

Attachments:

- 1. Ordinance 2020-11
- 2. Ordinance 2019-29 (Estero Crossing Rezoning Ordinance)

1	VILLAGE OF ESTERO, FLORIDA				
2	ZONING				
3	ORDINANCE NO. 2020 - 11				
4					
5	AN ORDINANCE OF THE VILLAGE COUNCIL OF THE				
6	VILLAGE OF ESTERO, FLORIDA, AMENDING				
7	ORDINANCE 2019-29 TO REVISE CERTAIN				
8	TRANSPORTATION CONDITIONS FOR THE ESTERO				
9	CROSSING MIXED USE PLANNED DEVELOPMENT ON				
10	PROPERTY LOCATED 1,000 FEET WEST OF				
11	INTERSTATE 75 AND SOUTH OF CORKSCREW ROAD				
12	CONSISTING OF APPROXIMATELY 43 ACRES;				
13	PROVIDING FOR CONFLICTS; PROVIDING FOR				
14	SEVERABILITY; AND PROVIDING AN EFFECTIVE				
15	DATE.				
16					
17	WHEREAS, rezoning of the Estero Crossing property was approved by the Village				
18	Council on January 29, 2020 in Ordinance 2019-29 (the "Ordinance"); and				
19	Council on Junuary 29, 2020 in Oraniance 2019 29 (the Oraniance), and				
20	WHEREAS, certain zoning conditions were included in the Ordinance related to				
20	payment of a proportionate share of the cost of a proposed traffic signal at Corkscrew Road				
22	and Estero Town Commons Place/Puente Lane; and				
22	and Estero Town Commons Trace Tuente Eane, and				
23 24	WHEREAS, the applicant and owner, SD Estero Crossing LLC (the "Owner"),				
25	represented by Keith Gelder, Stock Development, desires to pay its proportionate share for the				
23 26	signal; and				
20 27	Signal, and				
28	WHEREAS, Condition 6 of the Ordinance states that the traffic signal must be				
20 29	operational prior to issuance of the first certificate of compliance for vertical development in				
30	the project; and				
31	the project, and				
32	WHEREAS, the Owner does not control the construction schedule for the				
33	signalization, which is under the jurisdiction of Lee County; and				
33 34	signalization, which is under the jurisdiction of Lee County, and				
35	WHEREAS, the Owner wishes to proceed to obtain a development order for the				
36	project and pay the proportionate share, with the condition remaining that the reverse frontage				
30 37	road will be complete and operational prior to the first certificate of compliance for vertical				
38	development in the project; and				
38 39	development in the project, and				
40	WHEREAS, an agreement with the Owner was approved by the Village on May 27,				
40 41	2020 for payment of the proportionate share for design and permitting; and				
41	2020 for payment of the proportionate share for design and permitting, and				
42					
	Zoning Ordinance No. 2020-11 Page 1 of 4				

Page 1 of 4

43 44 45 46	WHEREAS, the Owner proposes that an agreement with the Village for the Owner's payment of the proportionate share for construction be approved simultaneously with this Ordinance; and				
47 48 49	WHEREAS, the Planning and Zoning Board reviewed this Ordinance at its meeting on December 15, 2020 and recommended approval; and				
50 51	WHEREAS , a first reading of this Ordinance was held by Village Council on January 6, 2021; and				
52					
53	WHEREAS, a duly noticed second reading of this Ordinance was held by Village				
54	Council on January 20, 2021, at which time the Council gave consideration to the evidence				
55 56	presented by the applicant, the staff recommendation, the recommendation of the Planning and				
50 57	Zoning Board and the comments of the public.				
58	NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero,				
59	Florida:				
60					
61	Section 1. Amendments to Rezoning Ordinance.				
62					
63	The Village Council approves revisions to conditions 5, 6a and 9. All other conditions				
64	of Ordinance 2019-29 remain in full force and effect.				
65					
66	Section 2. Revised Conditions.				
67					
68 60	5. <u>Traffic Signal</u>				
69 70	The Owner, successor or assigns (a/k/a "developer") is responsible for a				
70	proportionate share of the cost of signalization at the intersection of Corkscrew				
72	Road and Estero Town Commons Place., as part of Phase I and prior to issuance				
73	of any development order. The Owner shall pay the Village the proportionate				
74	share in accordance with the signal agreements with the Owner.				
75					
76	6. <u>Reverse Frontage Road</u>				
77					
78	a. The construction of the reverse frontage road and traffic signal at Estero				
79	Town Commons Place and Corkserew Road-must be complete and fully				
80	operational prior to the issuance of the first certificate of compliance for				
81	vertical development within the planned development.				
82					

Page 2 of 4

84		Pattern Book (see condition 18 herein) to create an attractive streetscape.			
85		The reverse frontage road access must meet the 125-foot connection			
86		separation Land Development Code (LDC) standard for a local street.			
87					
88	9. <u>Phasi</u>	ing			
89					
90	a.	The first phase of the project will include construction of the reverse			
91		frontage road, and the traffic signal at Corkscrew Road and Estero Town			
92		Commons Place.			
93					
94	b.	The second phase of the project will include a minimum of 20,000 square			
95		feet of commercial development, all placemaking elements on the north side			
96		of the frontage road, and the public park. Remaining phases are as shown			
97		on the Master Concept Plan.			
98		-			
99	Section 3.	Conflicts.			
100					
101	All section	ns or part of Sections of the Code of Ordinances, all Ordinances or			
102	Resolution	s, or parts of Ordinances or Resolutions, granting prior approvals on the			
103	Property which are and all Resolutions, or parts of resolutions, in conflict with this				
104	Ordinance shall be repealed to the extent of such conflict upon the effective date of this				
105	Ordinance.				
106					
107	Section 4.	Severability.			
108		·			
109	Should any	y section, paragraph, sentence, clause, phrase or other part of this Ordinance			
110	subsequent	t to its effective date be declared by a court of competent jurisdiction to be			
111	invalid, su	ch decision shall not affect the validity of this Ordinance as a whole or any			
112	portion the	reof, other than the part so declared to be invalid.			
113	-	-			
114	<u>Section 5</u> .	Effective Date.			
115					
116	This Ordin	ance shall take effect immediately upon adoption.			
117					
118	PASSED o	on first reading this day of, 202			
119					
120		AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero,			
121	Florida on second	reading this day of, 202			
122					

The reverse frontage road will contain planted medians as depicted in the

Zoning Ordinance No. 2020-11 Case No. DCI2015-00001 Estero Crossing

83

b.

Page 3 of 4

123	Attest:			V	ILLAGE OF ESTERO, FLORIDA
124					
125					
126	By:			By:	
127	Steve Sarkozy, Acting	Village Clerl	- K	•	Bill Ribble, Mayor
128		-			-
129					
130	Reviewed for legal sufficient	ncy:			
131	-	-			
132					
133	By:				
134	Derek Rooney, Assist	ant Village A	Attorney		
135	-	_	-		
136					
137	Vote:	AYE	NAY		
138	Mayor Ribble				
139	Vice Mayor Errington				
140	Councilmember Levitan				
141	Councilmember McLain				
142	Councilmember Boesch				
143	Councilmember Batos				
144	Councilmember Wilson				

Page 4 of 4

1	VILLAGE OF ESTERO, FLORIDA				
2	ZONING				
3	ORDINANCE NO. 2020 - 11				
4					
5	AN ORDINANCE OF THE VILLAGE COUNCIL OF THE				
6	VILLAGE OF ESTERO, FLORIDA, AMENDING				
7	ORDINANCE 2019-29 TO REVISE CERTAIN				
8	TRANSPORTATION CONDITIONS FOR THE ESTERO				
9	CROSSING MIXED USE PLANNED DEVELOPMENT ON				
10	PROPERTY LOCATED 1,000 FEET WEST OF				
11	INTERSTATE 75 AND SOUTH OF CORKSCREW ROAD				
12	CONSISTING OF APPROXIMATELY 43 ACRES;				
13	PROVIDING FOR CONFLICTS; PROVIDING FOR				
14	SEVERABILITY; AND PROVIDING AN EFFECTIVE				
15	DATE.				
16					
17	WHEREAS, rezoning of the Estero Crossing property was approved by the Village				
18	Council on January 29, 2020 in Ordinance 2019-29 (the "Ordinance"); and				
19	Council on Junuary 29, 2020 in Oraniance 2019 29 (the Oraniance), and				
20	WHEREAS, certain zoning conditions were included in the Ordinance related to				
20	payment of a proportionate share of the cost of a proposed traffic signal at Corkscrew Road				
22	and Estero Town Commons Place/Puente Lane; and				
22	and Estero Town Commons Trace Tuente Eane, and				
23 24	WHEREAS, the applicant and owner, SD Estero Crossing LLC (the "Owner"),				
25	represented by Keith Gelder, Stock Development, desires to pay its proportionate share for the				
23 26	signal; and				
20 27	Signal, and				
28	WHEREAS, Condition 6 of the Ordinance states that the traffic signal must be				
20 29	operational prior to issuance of the first certificate of compliance for vertical development in				
30	the project; and				
31	the project, and				
32	WHEREAS, the Owner does not control the construction schedule for the				
33	signalization, which is under the jurisdiction of Lee County; and				
33 34	signalization, which is under the jurisdiction of Lee County, and				
35	WHEREAS, the Owner wishes to proceed to obtain a development order for the				
36	project and pay the proportionate share, with the condition remaining that the reverse frontage				
30 37	road will be complete and operational prior to the first certificate of compliance for vertical				
38	development in the project; and				
38 39	development in the project, and				
40	WHEREAS, an agreement with the Owner was approved by the Village on May 27,				
40 41	2020 for payment of the proportionate share for design and permitting; and				
41	2020 for payment of the proportionate share for design and permitting, and				
42					
	Zoning Ordinance No. 2020-11 Page 1 of 4				

Page 1 of 4

43 44 45 46	WHEREAS, the Owner proposes that an agreement with the Village for the Owner's payment of the proportionate share for construction be approved simultaneously with this Ordinance; and				
47 48 49	WHEREAS , the Planning and Zoning Board reviewed this Ordinance at its meeting on December 15, 2020 and recommended approval; and				
50 51	WHEREAS, a first reading of this Ordinance was held by Village Council on January 6, 2021; and				
52					
53	WHEREAS, a duly noticed second reading of this Ordinance was held by Village				
54 55	Council on January 20, 2021, at which time the Council gave consideration to the evidence presented by the applicant, the staff recommendation, the recommendation of the Planning and				
55 56	Zoning Board and the comments of the public.				
50 57	Zohing Board and the comments of the public.				
58	NOW, THEREFORE, be it ordained by the Village Council of the Village of Estero,				
59	Florida:				
60					
61	Section 1. Amendments to Rezoning Ordinance.				
62					
63	The Village Council approves revisions to conditions 5, 6a and 9. All other conditions				
64	of Ordinance 2019-29 remain in full force and effect.				
65					
66	Section 2. Revised Conditions.				
67 68	5. Traffic Signal				
68 69	5. <u>Traffic Signal</u>				
09 70	The Owner, successor or assigns (a/k/a "developer") is responsible for a				
71	proportionate share of the cost of signalization at the intersection of Corkscrew				
72	Road and Estero Town Commons Place., as part of Phase I and prior to issuance				
73	of any development order. The Owner shall pay the Village the proportionate				
74	share in accordance with the signal agreements with the Owner.				
75					
76	6. <u>Reverse Frontage Road</u>				
77					
78	a. The construction of the reverse frontage road and traffic signal at Estero				
79	Town Commons Place and Corkserew Road-must be complete and fully				
80	operational prior to the issuance of the first certificate of compliance for				
81	vertical development within the planned development.				
82					

Page 2 of 4

84		Pattern Book (see condition 18 herein) to create an attractive streetscape.			
85		The reverse frontage road access must meet the 125-foot connection			
86		separation Land Development Code (LDC) standard for a local street.			
87					
88	9. <u>Phasi</u>	ing			
89					
90	a.	The first phase of the project will include construction of the reverse			
91		frontage road, and the traffic signal at Corkscrew Road and Estero Town			
92		Commons Place.			
93					
94	b.	The second phase of the project will include a minimum of 20,000 square			
95		feet of commercial development, all placemaking elements on the north side			
96		of the frontage road, and the public park. Remaining phases are as shown			
97		on the Master Concept Plan.			
98		-			
99	Section 3.	Conflicts.			
100					
101	All section	ns or part of Sections of the Code of Ordinances, all Ordinances or			
102	Resolution	s, or parts of Ordinances or Resolutions, granting prior approvals on the			
103	Property which are and all Resolutions, or parts of resolutions, in conflict with this				
104	Ordinance shall be repealed to the extent of such conflict upon the effective date of this				
105	Ordinance.				
106					
107	Section 4.	Severability.			
108		·			
109	Should any	y section, paragraph, sentence, clause, phrase or other part of this Ordinance			
110	subsequent	t to its effective date be declared by a court of competent jurisdiction to be			
111	invalid, su	ch decision shall not affect the validity of this Ordinance as a whole or any			
112	portion the	reof, other than the part so declared to be invalid.			
113	-	-			
114	<u>Section 5</u> .	Effective Date.			
115					
116	This Ordin	ance shall take effect immediately upon adoption.			
117					
118	PASSED o	on first reading this day of, 202			
119					
120		AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero,			
121	Florida on second	reading this day of, 202			
122					

The reverse frontage road will contain planted medians as depicted in the

Zoning Ordinance No. 2020-11 Case No. DCI2015-00001 Estero Crossing

83

b.

Page 3 of 4

123	Attest:			V	ILLAGE OF ESTERO, FLORIDA
124					
125					
126	By:			By:	
127	Steve Sarkozy, Acting	Village Clerl	- K	•	Bill Ribble, Mayor
128		-			-
129					
130	Reviewed for legal sufficient	ncy:			
131	-	-			
132					
133	By:				
134	Derek Rooney, Assist	ant Village A	Attorney		
135	-	_	-		
136					
137	Vote:	AYE	NAY		
138	Mayor Ribble				
139	Vice Mayor Errington				
140	Councilmember Levitan				
141	Councilmember McLain				
142	Councilmember Boesch				
143	Councilmember Batos				
144	Councilmember Wilson				

Page 4 of 4

AGENDA ITEM SUMMARY SHEET COUNCIL BOARD MEETING JANUARY 20, 2021

Agenda Item:

Second reading and public hearing of Ordinance 2021-01, updating the Capital Improvements Schedule for Fiscal Year 2020/2021 and adopting the most recent Lee County School District CIP

Description:

Florida law requires the Village to include its initial five-year Capital Improvement Plan within the Capital Improvement Element of the Comprehensive Plan.

Annual <u>updates</u> to the Capital Improvement Plan are not required to undergo the State review process typically required for comprehensive plan amendments (Florida Statute 163.3177(3)(a) and (3)(b).) The updated Schedule however, is required to be adopted by ordinance. The most recent School District Capital Improvement Plan must also be included. The Council adopted the Capital Improvement Plan for Fiscal Year 2020/2021 on July 22, 2020. (Please note that the Village Council does not approve the Lee County School District Work Plan.)

Council held the first reading of the Ordinance on January 6, 2021. The Planning and Zoning Board will review the Ordinance on January 19, 2021.

Action Requested:

Approval of Ordinance 2021-01

Financial Impact:

Minor cost for newspaper advertisement

Attachments:

- 1. Ordinance No. 2021-01
- 2. Exhibit A
- 3. Exhibit B

1	VILLAGE OF ESTERO, FLORIDA				
23	ORDINANCE NO. 2021 - 01				
4 5 6 7 8 9 10 11 12 13 14	AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF ESTERO, FLORIDA, APPROVING UPDATES TO THE CAPITAL IMPROVEMENTS ELEMENT TO UPDATE THE CAPITAL IMPROVEMENTS SCHEDULE FOR FISCAL YEAR 2020/2021 AND ADOPT THE MOST RECENT LEE COUNTY SCHOOL DISTRICT CAPITAL IMPROVEMENT PLAN; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.				
15 16 17 18	WHEREAS , Florida Statute 163.3177(3)(a) requires Comprehensive Plans to contain a Capital Improvements Element, and a schedule of capital improvements for a 5-year period; and				
19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34	WHEREAS, Florida Statutes Section 163.3177(3)(b) states that the Capital Improvements Element must be reviewed on an annual basis, and further that modifications to update the 5-year Capital Improvements Element schedule may be accomplished by ordinance and may not be deemed an amendment to the Comprehensive Plan; and				
	WHEREAS, the Village of Estero adopted its first Capital Improvements Element, including its 5-year Capital Improvements Element Schedule on June 13, 2018; and				
	WHEREAS , the Village of Estero, Lee County, Florida, held public hearings on its Capital Improvement Program as required by the Village Charter Section 8(7)(b); and				
	WHEREAS, the Village reviewed and adopted its most recent Capital Improvement Program by Resolution 2020-14 on July 22, 2020 pursuant to Village Charter Section 8(7)(b) and now desires to update the Capital Improvements Element Schedule pursuant to Florida Statutes Section 163.3177(3)(b).				
35 36 37 38	NOW, THEREFORE , be it ordained by the Village Council of the Village of Estero, Florida:				
39	Section 1. Purpose.				
40 41 42 43 44	The purpose of this Ordinance is to update the Capital Improvements Program schedule that is now a part of the Comprehensive Plan. This amending ordinance may be referred to as the "Capital Improvement Element Schedule Update 2020".				
	Ordinance No. 2021-01Page 1 of 3CAPITAL IMPROVEMENT ELEMENT SCHEDULE UPDATE 2020				

45 46 47	Section 2. Adoption of the Capital Improvements Element Schedule Update 2020.			
47 48 49 50 51 52	The Village Council hereby amends its Capital Improvement Element Schedule to reflect the latest adopted Capital Improvement Projects for the Village and incorporates the latest adopted Lee County School District Work Capital Improvement Plan, attached hereto as Exhibits A and B, respectively.			
53 54	Section 3. Conflict.			
55 56 57 58	All ordinances, resolutions, official determinations or parts thereof previously adopted or entered by the Village or any of its officials and in conflict with this Ordinance are hereby repealed to the extent inconsistent herewith.			
59	Section 4. Severability.			
60 61 62 63 64	If any provision of this Ordinance or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are severable.			
65 66	Section 5. Effective Date.			
67	<u>Section 5</u> . Enecuve Dute.			
68	This Ordinance shall take effect immediately upon adoption.			
69 70 71	PASSED on first reading this 6^{th} day of January, 2021.			
72 73 74	PASSED AND ADOPTED BY THE VILLAGE COUNCIL of the Village of Estero, Florida this <u>20th</u> day of <u>January</u> , 2021.			
75 76	Der			
76 77	By: By: Steve Sarkozy, Acting Village Clerk Bill Ribble, Mayor			
78 79				
80 81	Reviewed for legal sufficiency:			
82				
83 84 85 86 87	By: Nancy Stroud, Esq., Village Land Use Attorney			
	Ordinance No. 2021-01Page 2 of 3CAPITAL IMPROVEMENT ELEMENT SCHEDULE UPDATE 2020			

88	Exhibit A:	Village of Estero Fiscal Year 2020-2021 Capital Improvement Projects	

89 Exhibit B: Lee County School District 2020-2021 Five Year Capital Improvement Plan:
 90 Adopted October 6, 2020
 91

91			
92	Vote:	AYE	NAY
93	Mayor Ribble		
94	Vice Mayor Errington		
95	Councilmember Batos		
96	Councilmember Boesch		
97	Councilmember Levitan		
98	Councilmember McLain		
99	Councilmember Wilson		

Ordinance No. 2021-01 CAPITAL IMPROVEMENT ELEMENT SCHEDULE UPDATE 2020 Page 3 of 3

		Fiscal 1	Year 2020-2021	ſ						
		Capital Im	brovement Pro	jects						
Budgeted		Estimated	CIP	CIP	CIP	CIP	CIP	5 Year	CIP	Total
Total	Fund	Expended	Budget	Budget	Budget	Budget	Budget	Total	Budget	Project
Projects	Source	To Date	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Projects	Thereafter	Cost
	GF	3,422,590	1,415,800	1,415,800	1,415,800	1,415,800	1,415,800	7,079,000	4,247,400	14,748,990
	GF	4,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	5,500,000	2,304,500	11,904,500
Reduction Total	-	7,522,590	2,515,800	2,515,800	2,515,800	2,515,800	2,515,800	12,579,000	6,551,900	26,653,490
	GF	6,448,070	420,560	93,610	-	-	-	514,170	-	6,962,240
9,728,240	GT	-	570,000	-	-	-	-	570,000	-	570,000
	LDOT	-	2,196,000	-	-		-	2,196,000	-	2,196,000
40.044.560	Lee County	-	23,590,770	-	17,795,310	-	-	41,386,080	-	41,386,080
49,044,300	Rd I	-	300,000	3,626,430	3,732,050	-	-	7,658,480	-	7,658,480
	GF	205,500	-	-	-	-	-	-	-	205,500
2,769,250	Rd I	-	310,000	1,532,750	-	-	-	1,842,750	-	1,842,750
	GT	-	-	721,000	-	-	-	721,000	-	721,000
	∫ GF		-	-	318,740	406,030	-	724,770	-	724,770
1,550,440	GT	-	-	-	335,170	490,500	-	825,670	-	825,670
1,233,700	GT	-	-	-	-	-	-	-	1,233,700	1,233,700
3,561,900	Rd I	-	-	-	-	-	840,000	840,000	2,721,900	3,561,900
2,365,200	GF		205,200	-	83,210	-	-	288,410	2,076,790	2,365,200
700,900	GF		-	-	-	-	-	-	700,900	700,900
1,673,200	GF		-	-	-	-	-	-	1,673,200	1,673,200
613,300	GF		-	-	56,500	44,360	-	100,860	512,440	613,300
657,000	GF		57,000	44,910	-	-	-	101,910	555,090	657,000
350,500	GF		30,500	24,000	-	-	-	54,500	296,000	350,500
148,400	GF			-	11,130	-	-		124,370	148,400
671,710	GF		-	-	61,910	51,670	-			671,710
328,600			28,600	-		-	-			328,600
2,249,000	Rd I	-	-	-	-	-	-	-		2,249,000
oadway Improv	ement Projects (700)	6,653,570	27,721,530	6,042,700	22,417,130	992,560	840,000	58,013,920		77,645,900
Corkscrew Road-Estero Town Commons Signal 1,010,270	Developer	-	842,600	-	-	-	-	842,600	-	842,600
	GF	167,670	-	-	-	-	-	-	-	167,670
57,200	Lee County	-	57,200	-	-	-	-	57,200	-	57,200
700,560	Developer	-	132,000	568,560	-	-	-	700,560	-	700,560
	Rd I	-	300,000	-	2,782,250	-	-	3,082,250	-	3,082,250
3,190,880 {	GF				-			-		108,630
	Total Projects Reduction Total 9,728,240 49,044,560 2,769,250 1,550,440 1,233,700 3,561,900 2,365,200 700,900 1,673,200 613,300 657,000 350,500 148,400 671,710 328,600 2,249,000 0adway Improv 1,010,270 57,200 700,560	Total Fund Projects Source GF GF GF GF Reduction Total GF 9,728,240 GT 49,044,560 Lee County 49,044,560 GF 2,769,250 Rd I GF GF 1,550,440 GF 1,233,700 GT 3,561,900 Rd I 2,365,200 GF 700,900 GF 1,673,200 GF 3,501,900 Rd I 2,365,200 GF 1,673,200 GF 350,500 GF 350,500 GF 350,500 GF 350,500 GF 350,500 GF 350,500 GF 328,600 GF 2,249,000 Rd I Coadway Improvement Projects (700) 1,010,270 Developer GF GF 57,200 Lee County	Capital Imp Budgeted Estimated Total Fund Expended Projects Source To Date GF 3,422,590 GF GF 4,100,000 7,522,590 Reduction Total 7,522,590 9,728,240 GT - LDOT - - 49,044,560 Lee County - GF 205,500 Rd I 2,769,250 Rd I - GF 205,500 Rd I 2,769,250 GF - GF 205,500 Rd I 2,305,200 GF - 1,550,440 GF - 1,550,900 Rd I - 2,365,200 GF - 1,673,200 GF - 50,500 GF - 350,500 GF - 350,500 GF - 3528,600 GF - 328,600	Capital Improvement Pro Budgeted Total Fund Estimated Expended CIP To Date FY 20-21 GF 3,422,590 1,415,800 GF 4,100,000 1,100,000 Reduction Total 7,522,590 2,515,800 9,728,240 GF 6,448,070 420,560 GT - 570,000 LDOT - 2,1196,000 49,044,560 Lee County - 23,590,770 Rd I - 300,000 - 2,769,250 Rd I - 310,000 GT - - - 1,550,440 GF - - 1,233,700 GT - - 1,235,700 Rd I - - 2,365,200 GF 205,200 - 700,900 GF - - 350,500 GF - - 350,500 GF - - 350,500	Capital Improvement Projects Budgeted Total Fund Estimated Expended CIP CIP Projects Source To Date FY 20-21 FY 21-22 GF 3,422,590 1,415,800 1,415,800 1,415,800 GF 4,100,000 1,100,000 1,100,000 1,100,000 Reduction Total 7,522,590 2,515,800 2,515,800 2,515,800 9,728,240 GF 6,448,070 420,560 93,610 9,728,240 GF 2,359,770 - - 49,044,560 [GF 205,500 - - 49,044,560 [GF 205,500 - - 2,769,250 [GF 205,500 - - 1,550,400 [GF - - - 1,550,400 [GF - - - 1,233,700 GT - - - 1,355,1900 Rd I - - - 3,551,900 GF <td>Capital Improvement Projects Budgeted Total Fund Fund Estimated Expended CIP Budget Budget Budget<td>$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$</td><td>Capital Improvement Projects Budgeted Total Fund Fund Estimated Expended CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP FY 2x-23 Budget FY 2x-24 FY 2x-24 FY 2x-25 FY 2x-2</td><td>Capital Improvement Projects Budgeted Total Projects Estimated Source CIP To Date CIP FY 20-21 CIP FY 21-22 CIP Budget FY 22-23 CIP Sudget FY 22-23 CIP Sudget FY 22-23 CIP FY 22-23 FY 24-25 Projects GF 4,420,000 1,415,800 <td< td=""><td>Capital Improvement Projects Budgeted Total Fund For Source Estemated To Date CIP Budget FY 20-21 CIP Budget FY 22-23 CIP Budget FY 22-24 Source FY 22-24 CIP Source CIP Budget FY 22-24 Source FY 22-24 CIP Source Source CIP Budget Budget FY 22-24 Source FY 22-24 CIP Source Source CIP Budget FY 22-24 Source FY 22-24 CIP FY 22-24 Source FY 22-24 CIP FY 22-25 Budget FY 22-24 FY 24-25 FY 2</td></td<></td></td>	Capital Improvement Projects Budgeted Total Fund Fund Estimated Expended CIP Budget Budget Budget <td>$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$</td> <td>Capital Improvement Projects Budgeted Total Fund Fund Estimated Expended CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP FY 2x-23 Budget FY 2x-24 FY 2x-24 FY 2x-25 FY 2x-2</td> <td>Capital Improvement Projects Budgeted Total Projects Estimated Source CIP To Date CIP FY 20-21 CIP FY 21-22 CIP Budget FY 22-23 CIP Sudget FY 22-23 CIP Sudget FY 22-23 CIP FY 22-23 FY 24-25 Projects GF 4,420,000 1,415,800 <td< td=""><td>Capital Improvement Projects Budgeted Total Fund For Source Estemated To Date CIP Budget FY 20-21 CIP Budget FY 22-23 CIP Budget FY 22-24 Source FY 22-24 CIP Source CIP Budget FY 22-24 Source FY 22-24 CIP Source Source CIP Budget Budget FY 22-24 Source FY 22-24 CIP Source Source CIP Budget FY 22-24 Source FY 22-24 CIP FY 22-24 Source FY 22-24 CIP FY 22-25 Budget FY 22-24 FY 24-25 FY 2</td></td<></td>	$\begin{tabular}{ c c c c c c c c c c c c c c c c c c c$	Capital Improvement Projects Budgeted Total Fund Fund Estimated Expended CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget Budget CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP Budget FY 2x-23 CIP Budget FY 2x-24 CIP FY 2x-23 Budget FY 2x-24 FY 2x-24 FY 2x-25 FY 2x-2	Capital Improvement Projects Budgeted Total Projects Estimated Source CIP To Date CIP FY 20-21 CIP FY 21-22 CIP Budget FY 22-23 CIP Sudget FY 22-23 CIP Sudget FY 22-23 CIP FY 22-23 FY 24-25 Projects GF 4,420,000 1,415,800 <td< td=""><td>Capital Improvement Projects Budgeted Total Fund For Source Estemated To Date CIP Budget FY 20-21 CIP Budget FY 22-23 CIP Budget FY 22-24 Source FY 22-24 CIP Source CIP Budget FY 22-24 Source FY 22-24 CIP Source Source CIP Budget Budget FY 22-24 Source FY 22-24 CIP Source Source CIP Budget FY 22-24 Source FY 22-24 CIP FY 22-24 Source FY 22-24 CIP FY 22-25 Budget FY 22-24 FY 24-25 FY 2</td></td<>	Capital Improvement Projects Budgeted Total Fund For Source Estemated To Date CIP Budget FY 20-21 CIP Budget FY 22-23 CIP Budget FY 22-24 Source FY 22-24 CIP Source CIP Budget FY 22-24 Source FY 22-24 CIP Source Source CIP Budget Budget FY 22-24 Source FY 22-24 CIP Source Source CIP Budget FY 22-24 Source FY 22-24 CIP FY 22-24 Source FY 22-24 CIP FY 22-25 Budget FY 22-24 FY 24-25 FY 2

Village of Estero

GT=Gas Tax, Rd I=Road Impact Fees, GF=General Fund, RPI=Regional Park Impact Fees, CPI=Community Park Impact Fees, PIF=Park Impact Fees, PL/BD=Public Land/Bonus Density, LDOT=Lee County Dept of Transportation, MPO=Metropolitan Planning Organization, and FDOT=Florida Dept of Transportation

Village of Estero Fiscal Year 2020-2021 Capital Improvement Projects

CIP Budget FY 20-21 - - - - - - - - - - - - - - - 276,000 - - - - 276,000 - - - - - - - - - - - - - - - - - -	CIP Budget FY 21-22 - - - - - 222,480 - - 80,340 80,340 - - - - - - - - - - - - - - - - - - -	CIP Budget FY 22-23 - - - - - - 2,659,650 2,216,360 - - -	CIP Budget FY 23-24	CIP Budget FY 24-25 - - - - - - - - - - - - - - - - - -	5 Year Total Projects - 229,580 134,490 65,110 156,000 222,480 156,000 80,340 80,340 2,935,650 2,346,360 980,000 721,000	CIP Budget Thereafter - - - - - - - - - - - - - - - - - - -	Total Project Cost 766,000 738,100 134,490 65,110 156,000 222,480 156,000 80,340 80,340 2,999,400 2,346,360 980,000
FY 20-21 - - - - - - - - - - - 276,000 - - - 276,000 - - - 276,000 - - - - - - - - - - - - - - - - - -	FY 21-22 - - - - - - - - 222,480 - - 80,340 80,340 - - - - - - - - - - - - -	FY 22-23 - - - - - - - 2,659,650 2,216,360 - - -	FY 23-24	FY 24-25	Projects - 229,580 134,490 65,110 156,000 222,480 156,000 80,340 80,340 2,935,650 2,346,360 980,000	Thereafter	Cost 766,000 738,100 134,490 65,110 156,000 222,480 156,000 80,340 80,340 2,999,400 2,346,360 980,000
FY 20-21 - - - - - - - - - - - 276,000 - - - 276,000 - - - 276,000 - - - - - - - - - - - - - - - - - -	FY 21-22 - - - - - - - - 222,480 - - 80,340 80,340 - - - - - - - - - - - - -	FY 22-23 - - - - - - - 2,659,650 2,216,360 - - -		- - - - - - - - - - - 980,000	229,580 134,490 65,110 156,000 222,480 156,000 80,340 80,340 2,935,650 2,346,360 980,000		766,00 738,10 134,49 65,11 156,00 222,48 156,00 80,34 80,34 2,999,40 2,346,36 980,00
114,790 134,490 65,110 156,000 - 156,000 - 276,000 130,000 - 60,000 -	114,790 - - 222,480 - 80,340 80,340 - - - - - 61,800	- - - - - - - 2,659,650 2,216,360 - -		- - - - - - - - - - - 980,000	229,580 134,490 65,110 156,000 222,480 156,000 80,340 2,935,650 2,346,360 980,000		738,10 134,49 65,11 156,00 222,48 156,00 80,34 80,34 2,999,40 2,346,36 980,000
114,790 134,490 65,110 156,000 - 156,000 - 276,000 130,000 - 60,000 -	114,790 - - 222,480 - 80,340 80,340 - - - - - 61,800	- - - - - - - 2,659,650 2,216,360 - -		- - - - - - - - - - - 980,000	229,580 134,490 65,110 156,000 222,480 156,000 80,340 2,935,650 2,346,360 980,000		738,10 134,49 65,11 156,00 222,48 156,00 80,34 80,34 2,999,40 2,346,36 980,000
134,490 65,110 156,000 - 156,000 - - 276,000 130,000 - 60,000 -	- - - 222,480 - - 80,340 80,340 - - - - - - - - 61,800	- - - - - - 2,659,650 2,216,360 - -		- - - - - - - - - 980,000	134,490 65,110 156,000 222,480 156,000 80,340 80,340 2,935,650 2,346,360 980,000		134,49 65,11 156,00 222,48 156,00 80,34 80,34 2,999,40 2,346,36 980,00
65,110 156,000 - 156,000 - 276,000 130,000 - 60,000 -	- - 222,480 - 80,340 80,340 - - - - - - - - 61,800	- - - - 2,659,650 2,216,360 - -		- - - - - - - - - 980,000	65,110 156,000 222,480 156,000 80,340 80,340 2,935,650 2,346,360 980,000		65,11 156,00 222,48 156,00 80,34 80,34 2,999,40 2,346,36 980,00
156,000 - 156,000 - - 276,000 130,000 - 60,000 -	- 222,480 - 80,340 80,340 - - - - - 61,800	- - - 2,659,650 2,216,360 - -		- - - - - - 980,000	156,000 222,480 156,000 80,340 80,340 2,935,650 2,346,360 980,000		156,00 222,48 156,00 80,34 80,34 2,999,40 2,346,36 980,00
- 156,000 - - 276,000 130,000 - 60,000 -	222,480 - 80,340 80,340 - - - - 61,800	- - - 2,659,650 2,216,360 - -		- - - - - 980,000	222,480 156,000 80,340 2,935,650 2,346,360 980,000	-	222,48 156,00 80,34 80,34 2,999,40 2,346,36
- - 276,000 130,000 - 60,000 -	- 80,340 - - - 61,800	- - 2,659,650 2,216,360 - -		- - - - 980,000	156,000 80,340 80,340 2,935,650 2,346,360 980,000	-	156,00 80,34 80,34 2,999,40 2,346,360 980,000
- - 276,000 130,000 - 60,000 -	80,340 - - - - 61,800	- - 2,659,650 2,216,360 - -	-	- - - 980,000	80,340 80,340 2,935,650 2,346,360 980,000	-	80,34 80,34 2,999,40 2,346,360 980,000
276,000 130,000 - 60,000 -	80,340 - - - - 61,800	- 2,659,650 2,216,360 - -	-	- - - 980,000	80,340 2,935,650 2,346,360 980,000	-	80,340 2,999,400 2,346,360 980,000
276,000 130,000 - 60,000 -	- - - 61,800	2,216,360 - -	-	- 980,000	2,935,650 2,346,360 980,000		2,999,40 2,346,36 980,000
130,000 - 60,000 -	- - 61,800	2,216,360 - -	-	- 980,000	2,346,360 980,000		2,346,36
- 60,000 -	- 61,800	-	-		980,000		980,00
60,000 -	61,800	-	-				
-				599,200	721,000	-	701.00
	-	-			/,- 00		721,000
_			-	-	-	3,737,200	3,737,20
-	-	-	-	-	-	5,552,200	5,552,200
-	-	-	-	-	-	4,064,300	4,064,300
143,000	1,381,950	-	-	-	1,524,950	-	1,524,95
1,235,390	1,941,700	4,876,010	-	1,579,200	9,632,300	13,353,700	24,324,270
252,000	-	-	-	-	252,000	-	252,000
150,000	-	-	-	-	150,000	-	150,000
118,700	-	-	-	-	118,700	-	118,700
581,300	309,000	318,000	-	-	1,208,300	-	1,208,300
-	387,280	349,800	-	-		-	737,080
38,000	4,132,160	5,083,550	-	-	9,253,710	-	9,253,710
		2,669,080	-	-	4,729,080	-	4,729,080
-	2,060,000						
-	2,060,000	-	-	-	-	-	-
	118,700 581,300 - 38,000	118,700 - 581,300 309,000 - 387,280 38,000 4,132,160	118,700 - - 581,300 309,000 318,000 - 387,280 349,800 38,000 4,132,160 5,083,550	118,700 - - 581,300 309,000 318,000 - - 387,280 349,800 - - 38,000 4,132,160 5,083,550 -	118,700 - - - - 581,300 309,000 318,000 - - - 387,280 349,800 - - 38,000 4,132,160 5,083,550 - -	118,700 - - - 118,700 581,300 309,000 318,000 - - 1,208,300 - 387,280 349,800 - - 737,080 38,000 4,132,160 5,083,550 - - 9,253,710	I18,700 - - - - I18,700 - 581,300 309,000 318,000 - - I18,700 - - 387,280 349,800 - - 737,080 - - 387,280 5,083,550 - - 9,253,710 - - 2,060,000 2,669,080 - - 4,729,080 -

GT=Gas Tax, Rd I=Road Impact Fees, GF=General Fund, RPI=Regional Park Impact Fees, CPI=Community Park Impact Fees, PIF=Park Impact Fees, PL/BD=Public Land/Bonus Density, LDOT=Lee County Dept of Transportation, MPO=Metropolitan Planning Organization, and FDOT=Florida Dept of Transportation

Village of Estero Fiscal Year 2020-2021 Capital Improvement Projects

		Estimated	CIP	CIP	CIP	CIP	CIP	5 Year	CIP	Total
	Fund	Expended	Budget	Budget	Budget	Budget	Budget	Total	Budget	Project
	Source	To Date	FY 20-21	FY 21-22	FY 22-23	FY 23-24	FY 24-25	Projects	Thereafter	Cost
Capital Projects By Funding Source										
General Fund	GF=	7,593,690	3,044,660	9,529,910	13,824,330	2,983,990	4,317,600	33,700,490	111,696,930	152,991,110
Gas Tax Funds	GT=	-	570,000	721,000	335,170	490,500	-	2,116,670	1,233,700	3,350,370
Road Impact Fees	Rd I=	258,000	1,744,480	7,194,870	10,855,450	3,188,800	3,790,310	26,773,910	5,241,300	32,273,21
Community Park Impact Fees	CPI=	857,551	118,700	-	-	-	-	118,700	-	976,25
Regional Park Impact Fees	RPI=	862,449	-	-	-	-	-	-	-	862,44
Park Impact Fees	PIF=	-	581,300	309,000	318,000	-	761,600	1,969,900	700,000	2,669,900
Sale of Surplus Property Proceeds	Sale Proceeds=	1,000,000	-	-	-	-	-	-	-	1,000,000
Public Land/Bonus Density	PL/BD	280,000	-	900,000	-	-	-	900,000	-	1,180,00
	Total Capital Projects	10,851,690	6,059,140	18,654,780	25,332,950	6,663,290	8,869,510	65,579,670	118,871,930	195,303,29

Cumulative Allocation to Reserves

Number of months of operating expenditures accumulated

5,922,300

12.0

202	0/21 Five-Year Ca	pital Plan Summ	ary Budget		
Project Year	FY2020/21	FY 2021/22	FY 2022/23	FY 2023/24	FY 2024/25
Project Status	Funded	Project Scopi	ing & Schedule	Projec	t Identification
-	R	evenues		-	
Unallocated Fund Balance	300,907,538	205,590,659	210,611,295	255,814,014	135,478,290
Estimate Revenues	225,418,054	231,881,649	241,107,890	251,506,488	263,838,296
Debt Proceeds	-	108,000,000	241,000,000	-	-
Total Revenues and Begin Fund Balance	526,325,592	545,472,308	692,719,186	507,320,502	399,316,586
-	Department App	ropriations & Pa	yments		
Transfers & Debt Service	104,808,549	147,650,615	142,338,820	142,256,539	143,550,414
Charter School Payments	196,028	7,162,900	7,377,800	7,599,150	7,827,100
Operations Funds	25,867,314	30,305,523	21,025,523	25,858,523	22,546,523
Technology Funds	34,131,000	17,995,000	7,405,000	7,105,000	7,620,000
Equipment/Personnel Funds	11,815,310	10,955,000	11,044,000	11,138,000	11,236,000
Total Recurring Appropriations	176,818,201	214,069,038	189,191,143	193,957,212	192,780,037
· · · ·		tal Projects			
Bonita Springs ES Cafeteria Restroom	-	100,000	300,000	-	-
Cape HS Tower Restroom	330,000	-	-	-	-
Cypress Lake HS Science Wing Remodel	-	-	-	3,000,000	-
Cypress Lake MS Rebuild	-	4,000,000	28,000,000	28,000,000	-
District Annual Small Projects	211,500	-	-	-	-
District Atlas Refresh	10,526,000	12,100,000	11,445,000	200,000	200,000
District Electrical Panel Projects	1,181,609	241,080	-	-	
District HVAC Projects	10,905,844	8,700,000	24,575,000	12,900,000	23,500,000
District Window Replacement Projects				· · · · · · · · · · · · · · · · · · ·	
District Property Purchase	945,000	2,200,000	300,000	5,100,000	300,000
District Roof Projects	15,020,162	6,700,000	-	5,450,000	-
District School Technology Refresh	11,521,100	18,317,770	17,760,905	12,835,000	19,394,516
East Elementary JNew School	-	2,000,000	25,500,000	25,500,000	-
East Innovation PreK-8 New School	-	5,000,000	35,000,000	35,000,000	-
Franklin Park ES Rebuild	-	3,000,000	25,000,000	25,000,000	-
FMMA Cafeteria Remodel	300,000	-	-	-	-
FMTC Refresh	3,000,000	3,000,000	4,000,000	-	-
Gateway HSNew School	48,042,925	-	-	-	-
James Stephens Pre-K Center Remodel	1,870,284	-	-	-	-
LAMS New Campus	30,575,000	-	-	-	-
NFMHS Science Wing Remodel	-	-	-	3,000,000	-
Patriot ES Classroom Remodel	300,000	-	-	-	-
Property - Taylor Lane	255,000	-	-	-	-
Riverdale HS Refresh	3,200,000	-	12,650,000	12,650,000	12,650,000
South ESK New School	1,960,214	20,413,249	20,413,249	-	-
Startth MS KNNtew Stathool	2,542,095	31,269,875	31,269,875	-	-
Tice ESNew Elevator	600,000	-	-	-	
VLMS Sidewalk Expansion	230,000	-	-	-	-
Veteran's Park K-8 Campus Expansion	400,000	2,250,000	2,250,000	-	-
Veteran's Park K-8 New PAC	-	-	-	-	650,000
West HS Expansion		1,500,000	9,250,000	9,250,000	
Total Capital Projects	143,916,733	120,791,974	247,714,029	177,885,000	56,694,516

CIP Projects Summary

In October of 2019, School District of Lee County kickedoff a new CIP project selection process through which school and district administrators proposed projects for their facilities. Approximately 360 project requests were submitted; a summary of these requests is as follows:

- District funding;
- \$250,000 or less;
- more than \$250,000; and

The 28 large and seven small capital projects that were selected for the Capital Improvement Plan were chosen by an interdepartmental team of 25 staff members from the Operations, Business Services, Academic Services, and Information Systems Divisions. The team selected the projects that best met the District's capital planning priorities, values, and goals. As a result, the capital projects included in this year's five-year capital plan highlight and address some of the ongoing needs throughout the District.

20 school or grant funded projects that didn't require

• **81** small capital projects requesting District support of

56 large capital projects requesting District support of

• **203** maintenance projects that will be incorporated in the District's rotational work plan schedule.