

B230218MWB  
Lot Mowing for Code Enforcement  
A&M Property Maintenance LLC

E1 Contract # \_\_\_\_\_

## **AGREEMENT FOR LOT MOWING FOR CODE ENFORCEMENT**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and A&M Property Maintenance LLC, a Florida company authorized to do business in the State of Florida, whose address is 4396 Owens Way, Ave Maria, FL 34142 and whose federal tax identification number is 26-2564413, hereinafter referred to as "Vendor."

### **WITNESSETH**

**WHEREAS**, the County intends to purchase mowing services of properties found by code enforcement to be in violation of the Lee County lot mowing ordinance from the Vendor in connection with " Lot Mowing for Code Enforcemnt " (the "Purchase"); and,

**WHEREAS**, the County issued Solicitation No. B230218MWB on April 28, 2023 (the "Solicitation"); and,

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

**WHEREAS**, the County posted a Notice of Intended Decision on June 27, 2023; and,

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

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

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

The Vendor agrees to diligently provide all products and services for the, a more specific description of the Project Scope of Services is set forth in Sections 1 and 2 of the Scope of Work and Specifications section of B230218MWB, a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B230218MWB, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

#### **II. TERM AND DELIVERY**

A. This Agreement shall commence immediately upon the effective date and shall continue for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole

or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest. The effective date shall be September 17, 2023.

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

### **III. COMPENSATION AND PAYMENT**

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

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

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.

- B. The Vendor shall submit an invoice for payment to the County on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

**V. ADDITIONAL PURCHASES**

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

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

**VI. LIABILITY OF VENDOR**

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

**VII. VENDOR'S INSURANCE**

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.

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

### **VIII. RESPONSIBILITIES OF THE VENDOR**

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

provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

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

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

**IX. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES**

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.

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

**X. COMPLIANCE WITH APPLICABLE LAW**

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

**XI. TERMINATION**

- A. The County shall have the right at any time upon thirty (30) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

## **XII. DISPUTE RESOLUTION**

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

## **XIII. STOP WORK ORDER**

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

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

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XII. The notice period for such termination shall be

deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

**XIV. MISCELLANEOUS**

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



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

Vendor's Representative

Name: Sylvia B Yzaguirre  
Title: Manager  
Address: 4396 Owens Way  
Ave Maria, FL 34142  
Telephone: 239-503-0303  
Facsimile: 239-867-4534  
Email: AANDMTOTAL@YAHOO.COM

County's Representative

Name: Mary Tucker  
Title: Procurement  
Management Director  
Address: P.O. Box 398  
Fort Myers, FL 33902  
Telephone: (239) 533-8881  
Facsimile: (239) 485-8383  
Email: [mtucker@leegov.com](mailto:mtucker@leegov.com)

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

[The remainder of this page intentionally left blank.]

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

WITNESS:

A&M Property Maintenance LLC

Signed By:

*Suzna B. Yzaguirre*

Signed By:

*Armando B. Yzaguirre*

Print Name:

Suzna B. Yzaguirre

Print Name:

Armando B. Yzaguirre

Title:

Owner

Date:

07/12/2023

**LEE COUNTY**

BOARD OF COUNTY COMMISSIONERS  
OF LEE COUNTY, FLORIDA

BY:

*Chris Legodzynski*

CHAIR

DATE:

9/29/2023 | 3:58 PM EDT

ATTEST:  
CLERK OF THE CIRCUIT COURT

BY:

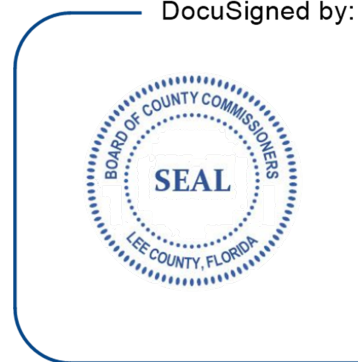
DocuSigned by:  
*Chris Legodzynski*  
DEEAC69F178B449...  
DEPUTY CLERK

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

BY:

DocuSigned by:  
*David Halverson*  
268E304FEC1G489...  
OFFICE OF THE COUNTY ATTORNEY

DocuSigned by:



## **EXHIBIT A SCOPE OF WORK AND SPECIFICATIONS**

### **SCOPE OF WORK AND SPECIFICATIONS**

#### **1. GENERAL SCOPE OF WORK**

The Lee County Board of County Commissioner seeks to contract with qualified Vendors to provide mowing services of properties found by code enforcement to be in violation of the Lee County lot mowing ordinance which includes improved as well as vacant properties throughout Lee County, FL. Each site varies in location and size and the grass will be over 12 inches high.

#### **2. DETAILED SPECIFICATIONS**

- 2.1. If the property requested by the County to be mowed, is wholly or partially covered with trash/garbage, which is otherwise unmovable, or has been mowed since notice to mow was given to the Vendor, the Vendor shall notify the County Representative either by phone call or in writing of these facts, within 8 hours.
- 2.2. All lots and acreage shall be mowed to an average height of fewer than 4 inches, and within 15 inches of obstacles (poles, trees, boulders, etc.).
- 2.3. All fenced, developed, residential or commercial lots requiring mowing, with unlocked fence areas, shall be entered by the Vendor, and mowed with the appropriate equipment, i.e., lawnmower, tractor, etc. If the fence is locked Vendor shall notify County Representative at the earliest opportunity.
- 2.4. Properties of a size less than one acre shall be mowed in their entirety. Lots over one acre, however, shall have mowed "only that part of the growth within one hundred fifty (150) feet of a Developed Residential, Commercial, or Industrial Use boundary."
- 2.5. The Vendor shall be responsible for the clean-up of any debris or cuttings thrown or dragged by the Vendor's machinery onto adjacent property and roadways.
- 2.6. Any damage to buildings, trees, utilities, etc. as a result of the Vendor's servicing, must be reported by the Vendor immediately and followed up in writing by an e-mail within 8 hours.
- 2.7. The Vendor shall remove and properly dispose of minor horticultural waste from lots to be mowed. The Vendor is not required to remove large items, i.e., large tree limbs, etc.
- 2.8. When the Vendor is required to mow a lot with a residence on it, the Vendor shall be required to trim around the trees, the residence, fences, etc., with a weed eater and blow any remaining grass or trimming from the driveways.
- 2.9. The Vendor will be e-mailed the mow list. It is the Vendor's responsibility to check their e-mail for the list and confirm that they have received it.
- 2.10. Vendor shall submit their invoice along with required photos electronically to the Lee County Code Enforcement Office within 7 days after completing the entire mow list. The Code Enforcement Office will provide a software program where the Vendor can upload their photos and invoice. No hard copies of invoices or invoicing documentation will be accepted. The vendor must comply with all time limits listed in this specification.
- 2.11. All the above-mentioned work must be performed within 7 days after receipt of the "List" from the County. If the awarded Vendor cannot provide the service within the 10 days as required above, the County reserves the right to utilize another Vendor at its sole discretion and in the best interest of the County.
- 2.12. Lee County requires that the awarded Vendor take a photograph, before and after, each lot is mowed. These photographs must accompany the mow list and invoice for the Vendor to receive payment. The vendor is to supply their camera either digital or film and understands that the County becomes the owner of all photos and invoices submitted by the Vendor and this service is included in the Vendor's pricing.

End of Scope of Work and Specifications Section

**SPECIAL CONDITIONS**

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

**1. TERM**

The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) three-year (3) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal term or terms not to exceed the initial Agreement term of three (3) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

**2. BASIS OF AWARD**

- 2.1. It is the County's intent to award to a pool of qualified Vendors that meet all bid specifications.
- 2.2. Vendors must bid on all line items as provided on the Bid/Proposal Form. Failure to bid the line items provided in the Bid Schedule may deem Vendor as non-responsive at the discretion of the County.
- 2.3. The annual estimated total for the season is to be divided among the contracted Vendors at the discretion of the County. The County endeavors to provide for equitable distribution of work. Lee County cannot guarantee the number of properties that a Vendor may be assigned. Vendors could be assigned from 1 to 50 properties to mow within a 7-day period. No work is guaranteed.
- 2.4. Lee County reserves the right to delete or cancel any site or service at its sole discretion.
- 2.5. Vendor shall have adequate staffing in place to meet the needs of the Scope of Work and Specifications.

**3. PRICING AND MODIFICATIONS**

- 3.1. Pricing located on the bid schedule has been pre-set by County staff and is not subject to change during the term of the contract unless agreed upon by both parties. Vendors shall not be entitled to additional compensation due to tolls, parking charges or any charges for infractions concerning these issues.
- 3.2. If the property listed for work has been mowed prior to the Vendor's work schedule or is unable to be mowed, The County will not pay the Vendor for any trip fees, mowing fees or any equivalent fees.

**4. INVOICING**

- 4.1. All invoices must be e-mailed within 7 days of completion of the job. The following shall be present on the invoice for billing purposes. Failure to provide proper invoice details may result in non-payment to the Vendor. It shall be the sole responsibility of the Vendor to comply with all invoicing requirements.
  - 4.1.1. Copy of the lot mowing list.
  - 4.1.2. Purchase order number.
  - 4.1.3. Date mowed.
  - 4.1.4. Address of location.
  - 4.1.5. Strap number.
  - 4.1.6. Lot size and bid price.

**5. MINIMUM QUALIFICATIONS**

- 5.1 Contractor shall meet the minimum qualification criterion as specified in Form 9 – Minimum Qualification Requirements provided within this solicitation package to qualify for consideration of award. Form 9 - Minimum

Qualification Requirements should be completed and returned with proposal submittal along with any supporting documentation requested and/or indicated herein.

The determination shall be based upon the examination of Form 9 – Minimum Qualification Requirements and associated supportive documentation (if any requested). Failure to meet the minimum qualifications as listed, at the sole discretion of the County, may result in Contractor being deemed Non-Responsive.

The only minimum requirements associated with this solicitation are contained on Form 9. Any reference to minimum qualifications/requirements contained within the solicitation/attachments shall be superseded by Form 9.

End of Special Conditions Section



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

Posted Date: May 17, 2023

Solicitation No.: B230218MWB

Solicitation Name: Lot Mowing for Code Enforcement

Subject: Addendum - 1

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

1. ATTACHMENTS: NONE
2. QUESTIONS/ANSWERS

1.	Page 17, 2.2 says the cutting height needs to be less than 4". A bush-hog can't mow lower than 6". Are you saying it must be mowed again with a finish mower? That's the only way to get it under 4".
<b>Answer</b>	<b>What mower you use is your choice, but yes, it needs to be cut at height stated in the solicitation. A Bush hog can cut under 6 inches, the conversion just comes down to the blades.</b>
2.	Page 23, why are there prices already listed under Unit Price?
<b>Answer</b>	<b>The County Intends on awarding to a pool of Vendors, while providing equitable distribution</b>
3.	
<b>Answer</b>	
4.	
<b>Answer</b>	

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

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

Monica Busbee  
 Analyst Name  
 Procurement Analyst Direct Line: 239-533-8859  
 Lee County Procurement Management

**EXHIBIT B  
FEE SCHEDULE**

<i>Lot Mowing for Code Enforcement</i>			
<b>Item</b>	<b>Description: Size of lots in square feet or acres rounded up</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
1	Up to 10,890 sq. ft. = ¼ acre	Each	\$ 90.00
2	Up to 14,520 sq. ft. = 1/3 acre	Each	\$ 80.00
3	Up to 21,780 sq. ft. = 1/2 acre	Each	\$ 80.00
4	Up to 32,670 sq. ft. = 3/4 acre	Each	\$ 60.00
5	Up to 43,560 sq. ft. = 1 acre	Each	\$ 50.00

## EXHIBIT C INSURANCE REQUIREMENTS



### Lee County Insurance Requirements

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

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
  - \$1,000,000 per occurrence
  - \$2,000,000 general aggregate
  - \$1,000,000 products and completed operations
  - \$1,000,000 personal and advertising injury
- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
  - \$1,000,000 combined single limit (CSL); or
  - \$500,000 bodily injury per person
  - \$1,000,000 bodily injury per accident
  - \$500,000 property damage per accident
- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
  - \$500,000 per accident
  - \$500,000 disease limit
  - \$500,000 disease – policy limit

***\*The required minimum limit of liability shown in a. and b. may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."***





## Lee County Insurance Requirements

### **Verification of Coverage:**

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

- a. **Under the Description of Operations, the following must read as listed:**

*"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials are automatic additional insureds and includes an automatic waiver of subrogation with regard to general liability. The certificate holder is an additional insured on a primary and noncontributory basis with regards to general liability."*

- b. **The certificate holder must read as follows:**

Lee County, a political subdivision and Charter County of the State of Florida  
P.O. Box 398  
Fort Myers, Florida 33902

### **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.

**EXHIBIT D**

**VENDOR BACKGROUND SCREENING AFFIDAVIT**



**VENDOR BACKGROUND SCREENING AFFIDAVIT**

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

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

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

Date: 7.12.2023

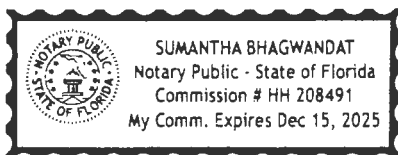
Signature

STATE OF FL  
COUNTY OF Cotta

ARMANDO B. YEAGUIRRE / OWNER  
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 12 day of July, 23, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following type of identification: FL DL  
Type of Identification

[Stamp/seal required]



Signature, Notary Public