

B260233WCD
Berm Slope Mowing - Annual
Jils Gardens LLC

E1 Contract # N/A
Board Approval Date _____

ANNUAL AGREEMENT FOR BERM SLOPE MOWING

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 Jils Gardens LLC, a Florida company, whose address is 13443 SW 269th Street, Homestead, FL 33032, and whose federal tax identification number is 82-5405759, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase berm slope mowing from the Vendor in connection with "Berm Slope Mowing" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B260233WCD on August 15, 2026 (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 30, 2026; 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 Purchase, a more specific description of the Project Scope of Services is set forth in the Scope of Work and Specifications Section of B260233WCD, a photocopy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of the Solicitation No. B260233WCD, as modified by its addenda, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement to the extent that it does not conflict with the remainder of the Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon the effective date and shall continue through the delivery of the Purchase and the associated warranty period as further described in this Agreement on an as needed basis for one (1), three (3) year 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 term of two (2) years. The effective date shall be August 25, 2026.

- 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; <http://www.leegov.com/publicrecords>.

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

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. 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.

XI. COMPLIANCE WITH APPLICABLE LAW

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

XII. CONTRACT TERMINATION

- A. MATERIAL BREACH A Vendor may be Terminated for Cause by the County, at the sole discretion of the Procurement Management Director, for failing to perform a contractual requirement or for a material breach of any term or condition. A material breach of a term or condition of the Agreement may include but is not limited to: 1. Vendor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Agreement; 2. Vendor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the Agreement; 3. Vendor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder; 4. Vendor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Vendor's proper performance hereunder; 5. Appointment of any receiver, trustee, or similar official for Vendor or any of the Vendor's property and such appointment endangers the Vendor's proper performance hereunder; 6. A determination that the Vendor is in violation of federal, state, or local laws or regulations and that such determination renders the Vendor unable to perform any aspect of the Agreement.
- B. OPPORTUNITY TO CURE In the event that Vendor fails to perform a contractual requirement or materially breaches any term or condition, the County may issue a written cure notice. The Vendor may have a period of time in which to cure. The County is not required to allow the Vendor to cure defects if the opportunity for cure is not feasible as, determined solely within the discretion of the County. Time allowed for cure shall not diminish or eliminate Vendor's liability for damages, or otherwise affect any other remedies available against Vendor under the Agreement or by law. If the breach remains after Vendor has been provided the opportunity to cure, the County may do any one or more of the following: 1. Exercise any remedy provided by law; 2. Terminate this Agreement and any related

contracts or portions thereof; 3. Procure replacements and impose damages as set forth elsewhere in this Agreement, if applicable; 4. Impose actual or liquidated damages; 5. Suspend or bar Vendor from receiving future solicitations or other opportunities; 6. Require Vendor to reimburse the County for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Agreement.

C. **TERMINATION FOR CAUSE** In the event the Procurement Management Director, in his/her sole discretion, determines that the Vendor has failed to comply with the conditions of this Agreement in a timely manner or is in material breach, the Procurement Management Director has the right to terminate this Agreement, in part or in whole. If corrective action is deemed acceptable by the County, the Procurement Management Director shall notify the Vendor in writing of the need to take corrective action and the date in which the corrective action must be completed. If corrective action is not completed as specified by the Procurement Management Director, or if such corrective action is deemed by the County to be insufficient, the Agreement may be terminated. The County reserves the right to withhold further payments, or prohibit the Vendor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Vendor or a decision by the County to terminate the Agreement. In the event of termination, the County shall have the right to procure any replacement materials, supplies, services and/or equipment that are the subject of this Agreement on the open market. In addition, the Vendor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original Agreement and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time. If it is determined that: (1) the Vendor was not in material breach; or (2) failure to perform was outside of Vendor's or its subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience." The rights and remedies of the County provided in this Agreement are not exclusive and are in addition to any other rights and remedies provided by law.

D. **TERMINATION FOR CONVENIENCE** Except as otherwise provided in this Agreement, the County, at the sole discretion of the Procurement Management Director, may terminate this Agreement, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Vendor. If this Agreement is so terminated, the County shall be liable only for payment required under this Agreement for properly authorized services rendered, or materials, supplies and/or equipment delivered to and accepted by the County prior to the effective date of Agreement termination. The County shall have no other obligation whatsoever to the Vendor for such termination.

- E. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

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

XIV. STOP WORK ORDER

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

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

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

XV. VENDOR WARRANTY

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

XVI. MISCELLANEOUS

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

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The failure of the County to enforce one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.
- E. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- F. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- G. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- H. 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 email, United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name: Yandy Sanchez
 Title: Manager
 Address: 940 Brainard St. E.
Lehigh Acres, FL 33974
 Telephone: (305) 431-1332
 Facsimile: N/A
 Email: Jilsgardens@gmail.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

- 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. Each individual signing this Agreement directly and expressly warrants that he/she has been given and has received and accepted authority to sign and execute the Agreement on behalf of the party for whom it is indicated he/she has signed, and further has been expressly given and received and accepted authority to enter into a binding agreement on behalf of such party with respect to the matters contained herein and as stated herein.
- M. 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:

JILS GARDENS LLC

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

DS



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Signed by: _____

Signed By: _____

Cecil Pendergrass

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Print Name: _____

Cecil Pendergrass

Title: _____

County Commissioner- Chairman

Date: _____

8/20/2026 | 9:24 AM EDT

ATTEST:

CLERK OF THE CIRCUIT COURT

Signed by: _____

BY: _____

Andrea Eggen

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DEPUTY CLERK

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

DocuSigned by: _____

BY: _____

Amanda L. Swindle

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OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

SCOPE OF WORK AND SPECIFICATIONS

1. SCOPE

1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide Berm/Slope Mowing Services at multiple locations within the County.

1.2. The Vendor shall furnish all labor, material, tools, equipment, supplies, services, mobilization, and other means necessary for performing and completing the Berm/Slope Mowing Services.

2. TECHNICAL SPECIFICATIONS

2.1. The Vendor shall provide berm/slope mowing services in accordance with all specifications, terms, and conditions herein. Berm/slope mowing services shall be performed by the Vendor at the locations listed herein utilizing specialized equipment such as a tractor with a slope mower attachment arm capable of mowing without driving equipment on the slope of the berm.

3. BERM/SLOPE LOCATIONS

3.1. The berm/slope locations under this Agreement are listed as Six Mile North Berm and Briarcliff Berm, as further described below and as indicated on the berm location map "Attachment 1 & 2" attached hereto and incorporated herein as Attachment 1 & 2. The County reserves the right to add or delete locations at its discretion, at any time, throughout the term of the Agreement.

3.1.1. Note: There are no physical street addresses for the listed sites. Provided herein are the latitude and longitude for the access points:

3.1.1.1. Six Mile North: Latitude 26°37'39.0"N 81°46'05.2"W (Estimated 21,420 Linear Ft.)

3.1.1.2. Briarcliff: Latitude 26°31'05.2"N 81°51'11.9"W (Estimated 3,100 Linear Ft.)

3.2. Six Mile North Berm:

3.2.1. Vendor shall mow the entirety of the berm as shown on Attachment 1, which is approximately 21,420 linear feet.

3.2.2. Vendor shall perform mowing across the full cross-section of the berm, from the top of the berm to the toe (bottom) of the slope on both sides.

3.2.3. Vendor shall mow the top of the berm using a tractor-powered flex-wing rotary cutter (e.g., Batwing-type mower) or equivalent equipment suitable for rough-cut turf and vegetation.

3.2.4. Vendor shall mow all berm side slopes using a dedicated slope-mowing attachment mounted to, and operated from, the tractor positioned on the top of the berm, designed and rated by the manufacturer for safe operation on slopes of the applicable grade, without driving equipment on the berm slopes.

3.2.5. Vendor shall take care to minimize scalping, rutting, and soil disturbance; shall avoid operating heavy equipment on saturated or unstable soils where such operation may cause erosion or damage to the berm structure; and shall prevent damage to adjacent private property, fences, structures, and drainage features.

3.2.6. Please reference Attachment 1 provided herein visual aid.

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3.3. Briarcliff Berm:

- 3.3.1. Vendor shall mow the entirety of the berm as shown on Attachment 1, which is approximately 3,100 linear feet.
- 3.3.2. Vendor shall only conduct mowing on the south side of the fence behind the private properties.
- 3.3.3. Vendor shall mow continuously from the top of the berm (beginning at the fence line) to the toe (bottom) of the slope.
- 3.3.4. Vendor shall mow the top of the berm using a tractor-powered flex-wing rotary cutter (e.g., Batwing-type mower) or equivalent equipment suitable for rough-cut turf and vegetation.
- 3.3.5. Vendor shall mow all berm side slopes using a dedicated slope-mowing attachment mounted to, and operated from, the tractor positioned on the top of the berm, designed and rated by the manufacturer for safe operation on slopes of the applicable grade, without driving equipment on the berm slopes.
- 3.3.6. Vendor shall take care to minimize scalping, rutting, and soil disturbance; shall avoid operating heavy equipment on saturated or unstable soils where such operation may cause erosion or damage to the berm structure; and shall prevent damage to adjacent private property, fences, structures, and drainage features.
- 3.3.7. Please reference Attachment 2 provided herein as a visual aid.

4. EXAMINATION OF SITE

- 4.1. It shall be the sole responsibility of the Vendor to visit the site and become fully acquainted with all existing conditions related to the work to be performed as listed herein. The Vendor shall conduct such investigations as they deem necessary to fully understand the Work required to successfully complete the Project. Failure to do so shall not relieve the Vendor of responsibility for properly performing the Work.
- 4.2. The failure or omission of the Vendor to receive or examine any instruction, document, or portion of the specifications, or to visit the site and acquaint themselves with the nature and location of the Work, the general and local conditions, and all matters that may in any way affect performance, shall not relieve the Vendor of any obligation to perform as specified herein.
- 4.3. The Vendor acknowledges that they understand the intent and purpose of this Agreement and their obligations hereunder, and the Vendor shall not make any claim for, nor have any right to, damages resulting from any misunderstanding or misinterpretation of this Agreement or from any lack of information, whether real or perceived.

5. MINIMUM SCHEDULE

- 5.1. Vendor shall mow the locations listed herein a minimum of six (6) times per year during the growing season of May, June, July, August, September and October. The Vendor shall also be required to perform services on an "as-needed" basis at the discretion of County Staff throughout the Project Term herein.

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6. EQUIPMENT

- 6.1. Rotary mowing equipment is preferred. The Vendor may utilize alternative equipment deemed appropriate; however, the equipment must be able to cut the vegetation to a uniform height and produce a neat, well-maintained appearance. Mowed areas shall not appear uneven, disheveled, or messy.
- 6.2. Vendor shall mow the top of the berm using a tractor-powered flex-wing rotary cutter (e.g., Batwing-type mower) or equivalent equipment suitable for rough-cut turf and vegetation.
- 6.3. Vendor shall mow all berm side slopes using a dedicated slope-mowing attachment mounted to and operated from the tractor positioned on the top of the berm, designed and rated by the manufacturer for safe operation on slopes of the applicable grade, without driving equipment on the berm slopes.
- 6.4. The Vendor shall, upon request by the County during the duration of the contract, provide proof of ownership or rental agreement of the equipment listed for each location to complete the task of berm/slope mowing.
- 6.5. Any and all equipment (rental or Vendor owned), tools, vehicles, etc. shall be supplied by the Vendor as indicated herein. Additionally, all such aforementioned items may be subject to approval or disapproval for use at the sole discretion of the County. County project sponsoring department may request a list of equipment and tools to be utilized prior to commencement of work where approval is expected to be necessary. Disapproval of any equipment or tools will be provided to the Vendor in writing from the County project sponsoring department.

7. ATTACHMENT

- 7.1. Six Mile North Berm Site Plan
- 7.2. Briarcliff Berm Site Plan

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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. PROJECT TERM

- 1.1. The Vendor shall be responsible for furnishing and delivering to the County 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 term of two (2) 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. The basis of award shall be determined by the lowest *Project Total* bid of the most responsive, responsible, and qualified Vendor meeting all bid specifications.
- 2.2. This is an annual Agreement, which is not for any specific project. Work will be authorized, scheduled, funded, and accounted for by issuance of a Purchase Order, by the requesting department.

3. PRICING

- 3.1 Vendor shall bid a *Lump Sum Price* for one complete mowing service at each identified berm/slope location. Pricing shall be fully inclusive of all materials, labor, equipment (rental or Vendor owned), supplies, overhead, profit, mobilization, and any other incidentals required to perform and complete the services as listed herein. No additional compensation shall be allowed beyond the submitted Per Service lump sum unit price.
- 3.2 Pricing submitted within the Line Items tab of Ion Wave shall be lump sum price per berm/slope location and shall not be submitted on a per linear foot basis. Any submission containing pricing structured on a per linear foot basis may be deemed non-responsive and rejected from further consideration.

End of Special Conditions Section

B260233WCD – Berm/Slope Mowing Services



Solicitation No.: B260233WCD

Solicitation Name: Berm Slope Mowing – Annual

Subject: Addendum Number 1

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

1. QUESTIONS/ANSWERS

1.	Good afternoon To simplify things can't Lee County just tell us the acres of each location? Normally mowing is posted in acres FDOT even does this on all roadside mowing contracts. If not, we need width of these two areas?
Answer	The County is requesting pricing based on linear feet, as identified in the solicitation documents. Acreage measurements will not be provided. Vendors shall utilize the information provided within the site plans/specifications to determine the necessary dimensions and quantities required to prepare their bid submission. Vendors are strongly encouraged to visit and familiarize themselves with all project sites and existing field conditions prior to submitting a bid. Submission of a bid shall constitute acknowledgement that the Vendor has reviewed the site conditions and has sufficient information to perform the work as specified.
2.	Also, wasn't this just out for bid? If so, why another bid?
Answer	The previous solicitation, B260156WCD Berm Slope Mowing was cancelled. The County is reissuing this solicitation due to issues identified with multiple previous submissions received under the prior solicitation. In an effort to ensure fair and open competition, improve clarity for all prospective respondents, and address scope-related questions and clarifications identified during the prior solicitation process, the County elected to issue a new solicitation incorporating revised and clarified scope requirements.

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.

Willie Dennard

Willie Dennard
Procurement Analyst Direct Line: 239-533-8831
Lee County Procurement Management



Solicitation No.: B260233WCD

Solicitation Name: Berm Slope Mowing -- Annual

Subject: Addendum Number 2

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

1. QUESTIONS/ANSWERS

1.	The attachments read to bid "per service" but also mentions it is an annual cycle. Do we bid, pricing per cut (each time both berms are completed) - Or do we bid for the entire year (all of the cuts in the year)?
Answer	Please refer to Item 3.1. Pricing in the Special Conditions that states, "Vendor shall bid a Lump Sum Price for one complete mowing service at each identified berm/slope location. Pricing shall be fully inclusive of all materials, labor, equipment (rental or Vendor owned), supplies, overhead, profit, mobilization, and any other incidentals required to perform and complete the services as listed herein. No additional compensation shall be allowed beyond the submitted Per Service lump sum unit price." Please provide a lump sum pricing for a one time cut at each location listed in the solicitation.

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.

Willie Denard

Willie Denard
Procurement Analyst Direct Line: 239-533-8831
Lee County Procurement Management

EXHIBIT B
FEE SCHEDULE

Jils Gardens LLC (jilsgardens.com)				
ITEM	DESCRIPTION	UNIT	QUANTITY	Unit
1	Six-Mile North Berm (Estimated 21,420 Linear Feet)	1	Lump Sum	\$4,900.00
2	Briarcliff Berm (Estimated 3,100 Linear Feet)	1	Lump Sum	\$1,400.00

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.

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