

**AGREEMENT FOR
RIGHT OF WAY MOWING FOR DOT**

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 JSM Services, Inc., a Florida corporation, whose address is 414 Lake Millsite Rd., Bartow, FL 33830, and whose federal tax identification number is 59-3444761, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase right of way mowing services for various roadways throughout Lee County from the Vendor in connection with "Right of Way Mowing for DOT" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. RFP220375DWJ on July 22, 2022 (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 September 22, 2022; 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 sections 1 through 10 of the Detailed Specifications section of RFP220375DWJ, 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, Vendor shall comply strictly with all of the terms and conditions of Solicitation No. RFP220375DWJ, 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.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue 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 initial Agreement term of three (3) years. The effective date shall be 2/15/2022.

- 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.
- F. The Vendor shall comply with the Vendor Background Screening Affidavit attached hereto and incorporated herein as Exhibit D.

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. 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.

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. 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.

XV. 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:

<u>Vendor's Representative</u>		<u>County's Representative</u>	
Name:	Chris Coscia	Names:	Roger Desjarlais Mary Tucker
Title:	Vice President	Titles:	County Manager Procurement Management Director
Address:	6150 Federal Ct., Fort Myers, FL 33905	Address:	P.O. Box 398 Fort Myers, FL 33902
Telephone:	863-533-6850	Telephone:	(239) 533-2221 (239) 533-8881
Facsimile:	863-533-6852	Facsimile:	(239) 485-2262 (239) 485-8383
Email:	ccoscia@jmservicesinc.com	Email:	rdesjarlais@leegov.com 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: **JSM Services, Inc.**
Signed By: Rhonda Pennybacker Signed By: Chr
Print Name: Rhonda Pennybacker Print Name: Chris Coscia
Title: Vice President
Date: 10/20/22



LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Sam Adams
CHAIR
DATE: 2/2/23

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: Chris Jagodzinski

CHRIS JAGODZINSKI
DEPUTY CLERK

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

BY: Joseph Adams
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

DETAILED SPECIFICATIONS

1. GENERAL SCOPE OF PROJECT

- 1.1. Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide right of way mowing for various roadways throughout Lee County. Mowing will consist of providing all the labor, materials, equipment, permits, and incidentals necessary to perform mowing operations in Areas 1, 2, 3, 4, 5, 6, and 7.

2. DETAIL SCOPE / TECHNICAL SPECIFICATIONS

- 2.1. In selecting a Proposer, the County will place emphasis on the experience of the Proposer and its assigned personnel in providing products and/or services on projects of similar nature and size. Provide and maintain adequate staff to oversee and manage the projects; Successfully complete the project within the approved schedule.
- 2.2. Comply with the contract documents and its general conditions.

3. SECTION CHANGES

- 3.1. Lee County may, at their sole discretion, add or delete sections at no change in the unit price of the work as long as the new sections are of a similar nature and the total change per contract area does not increase or decrease the original contract area by more than 25%.
- 3.2. Lee County, at their sole discretion, may add new sections or alter sections, based on a mutually agreed price, to be negotiated between the vendor and an authorized Lee County representative, including new sections, which have been turned over to the County for maintenance.
- 3.3. Lee County reserves the right to add or delete services based on a mutually agreed upon price, to be negotiated between the vendor and an authorized Lee County Representative.
- 3.4. The labor rate for any jobs above and beyond the pricing sheet will be negotiated between the awarded vendor and a county representative.

4. TOLLS

- 4.1. Lee County will not pay for or reimburse awarded vendors for any bridge tolls.

5. EMERGENCY PHONE NUMBERS

- 5.1. Provide to the County Representative a list of emergency phone numbers. Lee County requires that the awarded vendor provide the name of a contact person and phone number, which will afford Lee County access twenty-four hours per day, 365 days per year, of this product or service in the event of major breakdowns or natural disasters.

6. WORK SCHEDULE

- 6.1. Provide to the County's representative a complete twelve (12) month schedule that includes all work to be done such as pruning, watering, litter removal, herbicide, mulching, mowing and edging. Contact the County's representative and confirm the monthly work schedule. Contact the County Representative within 24 hours of schedule change.
- 6.2. The supervision of the performance of this bid is vested wholly with Lee County DOT. Lee County DOT 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.
- 6.3. The contractor shall provide a video in color, the entire site prior to commencement of maintenance 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 an issue arises, it will be assumed the contractor's responsibility and shall be repaired at no cost to the County. Two copies shall be made, one for the contractor's file and the other to the County representative. Video shall be in the format that may be reviewed in any standard digital device without adaptation.

- 6.4. All vehicles and trailers shall have the contractor's name, license number, and business phone number clearly displayed during work hours.
- 6.5. Contractors' personnel shall wear appropriate apparel including high visibility safety vest.
- 6.6. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor shall adhere to the applicable federal, state, and local laws, ordinances, and regulations. The Contractor 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.).
- 6.7. The Contractor shall fully adhere to the Federal Occupational Safety and Health Act (OSHA).
- 6.8. Lee County DOT requires that mowing equipment have warning lights, or a strobe light installed and operating while in operation. Warning signs that read "Mowers Ahead" (shall be provided by the contractor) 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.
- 6.9. There shall be no lane closures during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 p.m. to 6:00 p.m. There shall be no lane closures between Thanksgiving and Easter unless approved by Lee County due to rush hour and tourist season.

7. REPORTING, INSPECTION AND CHECKLIST

- 7.1. Onsite inspections will be conducted at the request of the County Representative and scheduled within five (5) working days of request.
- 7.2. The Contractor shall meet with the County Representative on a set monthly schedule to discuss and remedy any field questions and or associated problems.

8. MAJOR BREAKDOWNS/EMERGENCY SERVICES

- 8.1. Lee County reserves the right to purchase the product or service listed in this quotation elsewhere in an emergency situation.

9. ASSIGNMENT OF THIS CONTRACT

- 9.1. The Contractor shall not assign, transfer or sub-contract any portion of this agreement unless prior permission is granted by the County Representative.

10. INVOICING

- 10.1. All work that does not meet the standard set by the Detailed Specifications and or by an authorized County Representative within a fair and reasonable manner must be corrected before Lee County DOT will give approval for payment. The County has the right to deny a monthly payment for work not completed for that period of time.

End of Detailed Specifications



Procurement Management Department
2115 Second Street, 1st Floor
Fort Myers, FL 33901
Main Line: (239) 533-8881
Fax Line: (239) 485-8383
www.lee.gov/procurement

Posted Date: July 29, 2022

Solicitation No.: RFP220375DWJ

Solicitation Name: Right of Way Mowing for DOT

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. ATTACHMENT: (3)
 - Bid Tabulation B170233KLC
 - Calculation Verification B170233KLC
 - Area Zone Street List 1 - 6

2. QUESTIONS/ANSWERS

1.	Please send me a copy of the last tabulation sheets received from all vendors for this project last time it was advertised and a copy of the current contract.
Answer	See attached Bid Tabulation B170233KLC and Calculation Verification B170233KLC. Additional contract documents may be found on our Annuals webpage per the following link: https://www.lee.gov/procurement/awarded-annual-contracts/downloads?fid=5000&fn=Project2017-08-10T11_41_23.xml
2.	Are there maps or a list of areas to be maintained for areas 1 and 2?
Answer	See attached Area Zone Street List of all roads in Sections 1-6. Please note, roads not included are listed in the Area Descriptions.

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.


Procurement Analyst - David Jones
Procurement Analyst Direct Line: 239-533-8864
Lee County Procurement Management



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

Posted Date: August 18, 2022

Solicitation No.: RFP220375DWJ

Solicitation Name: Right of Way Mowing for DOT

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. DETAIL SPECIFICATIONS ARTICLES ADD

The following articles shall be added to the Detailed Specifications of this project:

11. MOWING MAINTENANCE

- 11.1. Contractor will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following: Mowing, Trimming, Mowing and Edging Clean-Up, Litter Pick-up and Debris Removal, and Edging.

12. MOWING, TRIMMING

- 12.1. Mow all Bahia sod areas at a height of four to five inches (4"-5") with a rotary mower. String trim around all signs, mailboxes, fire hydrants, drainage structures, utility boxes/poles, etc. Mowing consists of ten (10) cycles, as needed to maintain an attractive, even sodded area, generally in the months of October, November, December, February, April, May, June, July, August, and September, but to be adjusted as needed per weather conditions.
- 12.2. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings as most contain funny tubing and bubblers.
- 12.3. Any irrigation equipment, signs, mailboxes, fire hydrants, drainage structures, utility boxes, etc., damaged by mowing or trimming will be repaired at the vendor's expense. Any damage shall be reported by the vendor in writing, email, or text within 24 hours to the County Representative. Damage to stop signs shall be reported immediately by vendor to County Representative.
- 12.4. Mowing wet grass or operating with dull blades shall be avoided. Lee County DOT will not pay for mowing that is done at such a high speed as to cause the grass to be torn or laid over.
- 12.5. The County reserves the right to add or eliminate a cycle. The county shall contact the Contractor a minimum of one (1) week ahead of scheduled cycle for cancellation. If the Contractor feels that an extra mowing is warranted, please notify the County Representative immediately. Any extra mowing charges submitted without prior approval will be denied.
- 12.6. Lee County DOT requires that all locations in Areas 1, 2, 3, 4, 5, 6, and 7 be cut completely each time at a mowing cycle. No partial cuts or partial payments will be made unless specifically agreed to by both parties prior to the partial mowing. If the contractor fails to meet the required complete cycle, he will be assessed a penalty equal to 5% of the total on cycle mowing charge for all locations awarded to that vendor for each day that exceeds the complete cycle duration. The actual length of the cycle will be based on the contractors' log, which is to be submitted by email and verified by the County Representative.
- 12.7. Mow within 1'-2' of waterline, tree line, fence line, or ROW line to the extent of a batwing mowers reach as conditions allow.
- 12.8. Mow all other ROW areas, including steep slopes and wet areas to within 1'-2' of tree line, fence line, or ROW line twice annually, once beginning May 1 and once beginning December 1 with a machine equipped with a 4'-5' rotary mower attached to a 21ft. or greater boom. Complete each boom mowing cycle within 90 days Countywide. In case of breakdown, repairs shall be made within 7 days or secure a replacement machine or method.

13. Mowing and Edging Clean-Up

13.1. Roadway, Parking Lots, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the roadways, mowing areas, or on sidewalks. **In accordance with the Lee County Fertilizer BMP ordinance section 7, subsection G: grassclippings shall not be directed into storm drains, ditches, conveyances, water bodies, roadways, or any other impervious surfaces. All curbs are to be cleaned of mulch debris with each visit to the site.**

14. Litter Pick-up and Debris Removal

14.1. Clean-up all litter in all areas within the project's limits during each site visit. Litter and debris shall be removed prior to mowing and any debris thrown or dragged to adjacent property or roadways by mowing operations shall be cleaned-up. Litter and debris shall be removed and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs. There will be no additional cost to Lee County for litter and debris disposal.

14.2. Litter and Debris is defined as foreign items within the limits of the project such as, but not limited to, palm fronds, paper, plastic, aluminum, metal, glass, and tires, etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances) within the limits of the project, the contractor is to contact the County Representative and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

15. Edging

15.1. Edging is only performed for Arterial and Collector roads each cycle to keep curbs and sidewalks weed free. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas.

15.2. Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function or by irrigation washouts, at no additional cost to the County. Any trees or shrubs damaged from errant string trimmer or careless mowing will be replaced with like size, Florida #1 grade material at the cost of the Contractor.

End of Detailed Specifications

2. ATTACHMENT: (1)

- Areas 1 – 6 Contract Mowing Street List

3. QUESTIONS/ANSWERS

1.	When does the current annual contract expire?
Answer	The current annual contract B170233KLC expires on 2/14/2023.

2.	Are there CPI adjustments on the renewals?
Answer	Cost price increases for contract renewals shall be submitted in writing to the Department and include justification for the cost increase. The County reserves the right to accept or reject the price increases for any reason.

3.	Who is the current vendor for the existing annual contract?
Answer	JSM Services, Inc.

4.	Is there a list of Lee County Arterial and Collector roads?
Answer	Not currently up to date. Individual roads can be researched at leegov.com/departments/transportation/county_maintained_roads .

5.	Does this contract require the vendor to have a boom mower?
Answer	Yes

6.	Is a County DOT project manager or field assistant assigned to the crew to assist with field decision making when determining what areas require a boom mower?
Answer	Yes

7.	At the time of bid are proposers required to have their IMOT certificate?
Answer	Yes, per article 3 of the Special Conditions, "You must have an IMOT Certificate at the time you submit your bid."
8.	Is the awarded vendor going to receive all sections within the scope of work?
Answer	It is the intent of the COUNTY to award this project to one (1) Vendor.
9.	Does boom mowing require pushing back brush?
Answer	Boom mowing will be grass only, and does not include pushing back peppers, invasive species, or brush.
10.	Is edging every cycle?
Answer	Yes, edging is every cycle.
11.	Do you require a truck to follow behind crews for traffic control
Answer	Yes, proper FDOT MOT is required.
12.	Confirming that the previous contract did not have the requirement of using a Boom Mower with a minimum of 21-foot reach to mow all the ditches which is now in this contract correct?
Answer	Correct
13.	The previous contract was only 7 cycles not 10 that's required in this contract?
Answer	Correct
14.	Is string trimming required to be done at the same time each road is mowed?
Answer	Yes
15.	The previous contract only required edging as needed which at the pre-bid was said to have been done roughly 3 times per year. This contract it looks like you have to edge all 10 cycles. Is that correct?
Answer	Yes, correct.

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.

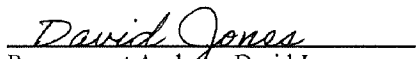

Procurement Analyst – David Jones
Procurement Analyst Direct Line: 239-533-8864
Lee County Procurement Management

EXHIBIT B FEE SCHEDULE

	Lee County <i>Southwest Florida</i>	PROCUREMENT MANAGEMENT DEPARTMENT <u>BID/PROPOSAL FORM</u>
COMPANY NAME:	JSM Services Inc	
SOLICITATION:	RFP220375DWJ - Right of Way Mowing for DOT	
<p>Having carefully examined the Contract Documents, Contractor/Vendor proposes to furnish the following which meeting these specifications.</p> <p>PRICING Pricing shall be inclusive of all labor, equipment, supplies, overhead, profit, material, and any other incidental costs required to perform and complete all work as specified in the Contract Documents. All Unit Prices will be bid at the nearest whole penny. The Excel document contains formulas for convenience, however it is the Contractor's/Vendor's responsibility to verify all pricing and calculations are CORRECT. Lee County is not responsible for errors in formulas or calculations contained within Excel document(s).</p> <p>In the event there is a discrepancy between a subtotal or total amount and the unit prices and extended amounts, the unit prices will prevail and the corrected extension(s) and total(s) will be considered the price.</p> <p>The County will only accept bids submitted on bid forms provided by the County. Bids submitted on other forms, other than those provided by the County, will be deemed non-responsive and ineligible for award.</p> <p>PLEASE ENSURE you have provided a printed copy of the Bid Schedule with your hard copy submission packages and provided the excel version with your digital submission package.</p>		
<i>Landscape Maintenance For DOT</i>		
Item	Description	Unit of Measure Estimated Quantity Unit Price Extended Amount
<i>Task 1- Area 1</i>		
	Lee County Maintained Roads in Pine Island	
1	Litter and Debris pick up	Each 10 \$ 4,305.00 \$ 43,050.00
2	Mowing	Each 10 \$ 7,840.00 \$ 78,400.00
3	Edging	Each 10 \$ 3,228.00 \$ 32,280.00
4	Boom Mowing	Each 2 \$ 6,895.00 \$ 13,770.00
		Total for Area 1 \$ 167,500.00
<i>Task 2- Area 2</i>		
	Lee County Maintained Roads in Cape Coral	
1	Litter and Debris pick up	Each 10 \$ 4,224.00 \$ 42,240.00
2	Mowing	Each 10 \$ 7,796.00 \$ 77,960.00
3	Edging	Each 10 \$ 4,224.00 \$ 42,240.00
4	Boom Mowing	Each 2 \$ 6,827.00 \$ 13,654.00
		Total for Area 2 \$ 178,094.00
<i>Task 3- Area 3</i>		
	Lee County Maintained Roads in North Fort Myers	
1	Litter and Debris pick up	Each 10 \$ 7,829.00 \$ 78,290.00
2	Mowing	Each 10 \$ 10,968.00 \$ 109,680.00
3	Edging	Each 10 \$ 5,254.00 \$ 52,540.00
4	Boom Mowing	Each 2 \$ 13,748.00 \$ 27,492.00
		Total for Area 3 \$ 285,982.00
<i>Task 4- Area 4</i>		
	Lee County Maintained Roads From I-75 East to Hendry County Line north of SR 80	
1	Litter and Debris pick up	Each 10 \$ 5,789.00 \$ 57,890.00
2	Mowing	Each 10 \$ 9,650.00 \$ 96,500.00
3	Edging	Each 10 \$ 643.00 \$ 6,430.00
4	Boom Mowing	Each 2 \$ 14,166.00 \$ 28,332.00
		Total for Area 4 \$ 189,152.00
<i>Task 5- Area 5</i>		
	Lee County Maintained Roads Between US 41, the Caloosahatchee River, and the Gulf of Mexico	
1	Litter and Debris pick up	Each 10 \$ 6,486.00 \$ 64,860.00
2	Mowing	Each 10 \$ 10,511.00 \$ 105,110.00
3	Edging	Each 10 \$ 5,367.00 \$ 53,670.00
4	Boom Mowing	Each 2 \$ 8,898.00 \$ 17,392.00
		Total for Area 5 \$ 241,032.00
<i>Task 6- Area 6</i>		
	Lee County maintained Roads between the Caloosahatchee River, The Collier County line, US 41, and I-75, excluding San Carlos Park between Alico Rd. and Estero Pkwy.	
1	Litter and Debris pick up	Each 10 \$ 8,198.00 \$ 81,980.00
2	Mowing	Each 10 \$ 12,022.00 \$ 120,220.00
3	Edging	Each 10 \$ 7,103.00 \$ 71,030.00
4	Boom Mowing	Each 2 \$ 10,800.00 \$ 21,600.00
		Total for Area 6 \$ 284,810.00
<i>Task 7- Area 7</i>		
	Daniels Pkwy, Alico Rd., Cockscrew Rd., and Bonita Grande Dr.	
1	Litter and Debris pick up	Each 10 \$ 2,450.00 \$ 24,500.00
2	Mowing	Each 10 \$ 7,208.00 \$ 72,080.00
3	Edging	Each 10 \$ 4,758.00 \$ 47,580.00
4	Boom Mowing	Each 2 \$ 7,237.00 \$ 14,474.00
		Total for Area 7 \$ 158,594.00
<i>Task 8- Alternates</i>		
1	Boom Mowing Area 1	Each 2 \$ 6,895.00 \$ 13,770.00
2	Boom Mowing Area 2	Each 2 \$ 8,827.00 \$ 13,854.00
3	Boom Mowing Area 3	Each 2 \$ 13,748.00 \$ 27,492.00
4	Boom Mowing Area 4	Each 2 \$ 14,166.00 \$ 28,332.00
5	Boom Mowing Area 5	Each 2 \$ 8,698.00 \$ 17,392.00
6	Boom Mowing Area 6	Each 2 \$ 10,800.00 \$ 21,600.00
7	Boom Mowing Area 7	Each 2 \$ 7,237.00 \$ 14,474.00
		Total for Alternates \$ 136,714.00
PROJECT TOTAL		

PROJECT TOTAL BID: \$	1,629,878.00
<small>Quantities are not guaranteed. Final quantities will be based on actual quantities.</small>	
PROJECT TOTAL BID: One Million Six Hundred and Twenty Nine Thousand Eight Hundred and Seventy Eight Dollars Zero Cents	
<small>(Use Words to Write Total)</small>	

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."*



Verification of Coverage:

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

a. **The certificate holder shall read as follows:**

**Lee County Board of County Commissioners
P.O. Box 398
Fort Myers, Florida 33902**

b. *"Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an **"Additional Insured"** on the General Liability policy, including Products and Completed Operations coverage.*

Special Requirements:

1. An appropriate **"Indemnification"** clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure 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.

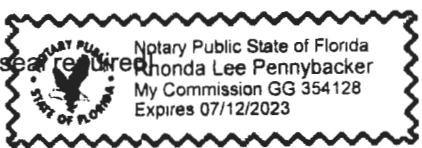
Under penalty of perjury, I declare that I have read and understand the requirements stated above, and that all required background screenings shall be conducted in accordance with this affidavit. I further understand that there may be additional local, state, and federal regulations that may require 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: 10/20/22


Signature
Chris Coscin / Vice President
Name/Title

STATE OF Florida
COUNTY OF Polk

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 20th day of October, 2022, 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: NA
Type of Identification

[Stamp/Seal Required] 


Signature, Notary Public