

SECOND AMENDMENT OF THE AGREEMENT FOR  
ROW MOWING FOR DOT AREAS 1, 2, 3, 4, 5, 6, AND 7

THIS SECOND AMENDMENT OF THE AGREEMENT FOR ROW MOWING FOR DOT AREAS 1, 2, 3, 4, 5, 6 AND 7, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and and JSM Services, Inc. ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement for the purchase of row mowing for DOT through Solicitation B170233KLC with Vendor on the 18th day of January, 2018 ("Agreement"); and,

WHEREAS, after the execution of the Agreement, it was discovered that it would be in the best interest of the County to add additional locations for row mowing under the Agreement and remove locations no longer necessary under this Agreement; and,

WHEREAS, pursuant to Article XVI. MISCELLANEOUS of the Agreement, the Parties desire to modify Exhibit A, Scope of Services to add the new row mowing locations and remove the unnecessary locations, and to modify the accompanying pricing in the Exhibit B, Fee Schedule.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. The Exhibit A Scope of Services locations table shall be superseded by:

Area 1	Lee County maintained roads in Pine Island.
Area 2	Lee County maintained roads in Cape Coral.
Area 3	Lee County maintained roads in North Fort Myers.
Area 4	Lee County maintained roads from I-75 West to County Line East and SR 80 South to County Line North.
Area 5	Lee County maintained roads from the Caloosahatchee North to County Line South and from U.S. 41 East limit to County Line West, excluding medians for Summerlin Rd. from Boy Scout Dr. to Gladiolus Dr.

Area 6	Lee County maintained roads between the Caloosahatchee and the County Line between I-75 East Limit to US 41 West excluding San Carlos Park Area between Alico Rd. and Estero Parkway.
Area 7	Daniels Parkway, Alico Rd., Corkscrew Rd. and Bonita Grande Dr.

2. The Exhibit B Fee Schedule shall be superseded by:

<i>Item #</i>	<i>Description</i>	<i>Unit of Measure</i>	<i>Per Cycle</i>
Area 1	Lee County Maintained Roads in Pine Island to include Mowing, Edging and Debris Pick Up	Per Cycle	\$17,825.00
Area 2	Lee County Maintained Roads In Cape Coral to include Mowing, Edging and Debris Pick Up	Per Cycle	\$18,785.00
Area 3	Lee County Maintained Roads in North Fort Myers to include Mowing, Edging and Debris Pick Up	Per Cycle	\$23,250.00
Area 4	Lee County Maintained Roads from I-75 West to County Line East and SR 80 South to County Line North to include Mowing, Edging and Debris Pick Up	Per Cycle	\$18,396.43
Area 5	Lee County maintained roads from the Caloosahatchee North to County Line South and from U.S. 41 East limit to County Line West, to include Mowing, Edging and Debris Pick Up but excluding services for Summerlin Rd. from Boy Scout Dr. to Gladiolus Dr.	Per Cycle	\$23,151.37
Area 6	Lee County maintained roads between the Caloosahatchee and the County Line between I-75 East Limit to US 41 West excluding San Carlos Park Area between Alico Rd. and Estero Parkway, but including Three Oaks Pkwy. from Alico Rd to the Fiddlesticks Canal and Oriole Rd. from Alico Rd. to Three Oaks Pkwy, to include Mowing, Edging and Debris Pick Up, including medians	Per Cycle	\$30,152.68
Area 7	Daniels Parkway, Alico Rd, Corkscrew Rd and Bonita Grande Dr to include Mowing, Edging and Debris Pick Up	Per Cycle	\$16,335.00
Grand Total			\$147,895.48

IN WITNESS WHEREOF, this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective parties hereto.

DATED this 20 day of September, 2019 by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

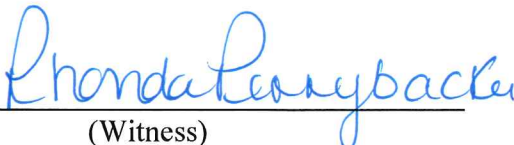
BY:   
Mary G. Tucker  
Director of Procurement Management, on behalf of the Board of County Commissioners

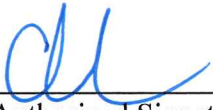
APPROVED as to Form for the Reliance of Lee County Only

BY:   
County Attorney's Office

DATED this 30<sup>th</sup> day of August, 2019 by JSM Services, Inc.

ATTEST:

  
(Witness)

BY:   
Authorized Signature

Chris Coscia  
Authorized Signature Printed Name

V. President  
Authorized Signature Title

CORPORATE SEAL: