

AGREEMENT FOR LEE COUNTY MARSH MAINTENANCE

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 Woods and Wetlands, Inc., a Florida corporation, whose address is 18731 Durrance Rd, North Fort Myers, FL 33917, and whose federal tax identification number is 27-3519783, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase marsh maintenance services from the Vendor in connection with "Lee County Marsh Maintenance" (the "Purchase"); and,

WHEREAS, the County issued Solicitation No. B220148JJB on February 8, 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 March 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 services for the Purchase, a more specific description of the Project Scope of Services is set forth on sections 1 through 9 of the Scope of Work and Specifications of B2200148JJB a photocopy of said section(s) being attached hereto and incorporated by reference as Exhibit A. Vendor shall comply strictly with all of the terms and conditions of Solicitation No. B220148JJB, as modified by its addendum, copies of which are on file with the County's Department of Procurement Management and are deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon the effective date and shall continue on an "as needed basis" for one (1), two (2) year period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal option of up to three

(3), additional, one (1) year periods with the combined length of all renewal terms not to exceed 5 years.

- B. The effective date shall be the date the Lee County Board of County Commissioners awarded the Solicitation to the Vendor.
- C. 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 sub-

contracts 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. STOP WORK ORDER

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

1. Cancel the stop work order; or

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

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

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 United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Vendor's Representative

Name:	David Quinlan
Title:	President
Address:	18731 Durrance Rd North Forts Myers, FL 33917
Telephone:	239-567-1857
Facsimile:	239-567-0932
Email:	David@woodsandwetlands.com

County's Representative

Names:	Roger Desjarlais	Mary Tucker
Titles:	County Manager	Procurement Management Director
Address:	P.O. Box 398 Fort Myers, FL 33902	
Telephone:	(239) 533-2221	(239) 533-8881
Facsimile:	(239) 485-2262	(239) 485-8383
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:

WOODS AND WETLANDS, INC.

Signed By: [Signature]

Signed By: [Signature]

Print Name: Sharon Newman

Print Name: DAVID J. QUINLAN

Title: President

Date: MARCH 25, 2022

LEE COUNTY

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]

CHAIR

DATE: 5-19-22

ATTEST:
CLERK OF THE CIRCUIT COURT

BY: [Signature]

Melissa Butler
Deputy Clerk

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

BY: [Signature]

OFFICE OF THE COUNTY ATTORNEY

Commissioner Cecil L. Pendergrass, Chairman
Lee County Board of County Commissioners
District 2



EXHIBIT A

SCOPE OF WORK AND SPECIFICATIONS

VER 08-18-2021

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

- 1.1. The Lee County Board of County Commissioners seeks to contract with a qualified Vendor to provide marsh maintenance for 13 different marshes throughout Lee County. The awarded Vendor shall perform vegetation (upland / aquatic) and general maintenance events shown in the maintenance maps. Each project location shall receive three maintenance events (1 dry season, 2 wet season) per Agreement year. Each maintenance event, covered by the following specifications and maps, consists of furnishing all labor, materials, and equipment for the performance of the detailed scope of work outlined below.

2. GENERAL VEGETATION REMOVAL

- 2.1. Trimming, treating, & removal of all Category 1 & 2 Florida Exotic Pest Plant Council (FLEPPC) listed exotic invasive species within the project area including, but not limited to, Brazilian pepper (*Schinus terebinthifolius*), Melaleuca (*Melaleuca quinquenervia*), Cogongrass (*Imperata cylindrica*), Primrose Willow (*Ludwigia* spp.), and Australian Pine (*Casuarina* spp.). All shrubbery and bushy type exotic vegetation greater than eighteen (18) inches in height and/or greater than three (3) inches in diameter shall be cut as near to the ground surface as conventional tools permit. Stumps of cut exotic vegetation are to remain in place and shall be treated with an approved herbicide as specified in Section 4 within fifteen (15) minutes after cutting. All other exotic vegetation less than the above size requirement can be treated and left in place.
- 2.2. The project includes harvesting vegetation from the areas above water and treating and removing aquatic vegetation. Vendor shall exercise care to avoid damaging nonexotic and non-nuisance plants. Vendor shall replace at no cost to the County, non-exotic and non-nuisance plants damaged.
- 2.3. Water Lettuce (*Pistia stratiotes*) shall be removed to the greatest extent possible before herbicide is applied. Floating mats of Cuban bulrush (*Oxycaryum cubense*) shall be removed with the remainder to be treated in accordance with the nuisance vegetation specification.
- 2.4. All other nuisance vegetation within the project area including but not limited to Southern cattails (*typha* spp.), Climbing hempweed (*Mikania scandens*), Ragweed (*A. artemisiifolia*), Dogfennel (*Eupatorium capillifolium*), Cuban bulrush (*Oxycaryum cubense*), and any climbing vines shall be cut and removed from the project area. Subject to Vendor's discretion, vegetation may be treated with an appropriate herbicide and removed once dead OR cut and removed with one herbicidal treatment to be conducted when new growth emerges.
- 2.5. Remove all vegetation (native or nonnative) within pump station fenced areas.
- 2.6. Vendor shall maintain all vegetation along paved / non-paved paths. This includes trimming a minimum 6' clearance for vehicles within project limits and removing any downed tree on path.
- 2.7. All grass areas within the project area are to be mowed, including trim around fences. Trim any vegetation growing through the fence to a height of 6 feet.

3. TRASH/DEBRIS REMOVAL

- 3.1. Vendor shall remove all trash and debris found in the project area.

4. DISPOSAL

- 4.1. The Vendor shall be responsible for the proper offsite disposal of all trash and debris collected during the project.

5. HERBICIDE APPLICATION

- 5.1. The Vendor shall only use herbicides approved for use by the Florida Department of Environmental Protection (FDEP) and the County. Herbicides shall be applied per the manufacturer's recommendations by a State certified applicator. The Vendor shall adhere to all Federal, State and local regulations governing the application, transportation, storage, use, and disposal of products used in the performance of this Agreement. The Vendor shall, upon request, supply the County with a copy of the Material Safety Data Sheet for each type of herbicide used.

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VER 08-18-2021

- 5.2. All herbicides shall contain a fluorescent non-toxic dye to allow for monitoring of herbicide dispersal.
- 5.3. The Vendor shall apply herbicides in such a manner as to protect non-target organisms, the environment, and the public.
- 5.4. The Vendor shall only use backpack hand pump type sprayers for wholesale treatment of in-place vegetation. Continuous stream sprayers cannot be used.
- 5.5. Only hand-held spray bottles may be used for the treatment of cut stumps.
- 5.6. Herbicides are not to be applied:
 - 5.6.1. Within two (2) hours of rainfall (previous or imminent).
 - 5.6.2. If the vegetation is wet.
 - 5.6.3. In windy conditions.
- 5.7. A 90% kill ratio shall need to be obtained within 30 days of initial treatment otherwise an additional herbicide treatment will be necessary at no cost to Lee County until 90% kill is achieved.

6. GENERAL FENCE MAINTENANCE

- 6.1. The Vendor shall perform general fence maintenance along perimeter of project sites. This includes re-setting fence pylons and fixing/replacing fence wiring. This is an as-needed basis, as environmental, vandalism, and normal wear and tear have the potential to cause damage.

7. GENERAL CONDITIONS

- 7.1. The project includes removing nuisance vegetation and debris. The Vendor shall exercise care to avoid damaging wetlands adjacent to the project area, including non-exotic and non-nuisance plants.
- 7.2. The Vendor shall be responsible for determining the type and amount of equipment and labor necessary to complete the work in accordance with the specifications and Agreement time. However, no heavy equipment shall be allowed to work within the bottoms of natural channels. Disturbance to the banks shall be held to the minimum necessary to equipment needed to remove debris. No wetland impacts permitted.
- 7.3. The Vendor shall be solely responsible for examining the area(s) identified on maps provided by the Project Manager to arrive at an accurate cost determination for the work involved during the time period of the year for which the work shall occur. Vendor is required to sign affidavit to verify site visit.
- 7.4. The Vendor shall be required to obtain access to and across all properties needed for the debris and vegetation removal, as well as properties necessary for the storage of equipment, and temporary stockpiling of removed debris and vegetation. The Vendor shall not use wetlands for parking, equipment storage, or staging areas.
- 7.5. The Vendor shall exercise care to avoid damage to public or private improvements including lawns, roadways, structures, utilities, sprinklers, septic systems, and fencing. Repair, replacement, or restitution for any such damage shall be the sole responsibility of the Vendor.
- 7.6. The Agreement shall implement best management practices for erosion and turbidity control to prevent violations of state water quality and impacts to wetlands and surface waters. The Vendor shall maintain water quality during the project and employ best management practices for erosion and turbidity control, including, but not limited to, the use of turbidity barriers and silt screens. In the event work causes a violation of the turbidity or water quality standards in Rule 62-302, F.A.C., the Vendor shall cease all work contributing to the violation, modify the work procedures that were responsible for the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices. The Vendor should notify the County project manager of the violation within twenty-four hours.
- 7.7. The Vendor shall conduct all work with adequate safety precautions so as not to present undue hazards to the public or to workers on site.

7.8. If historical or archaeological artifacts are discovered at any time on the project site, the Vendor shall immediately notify the County project manager.

8. **SITE CONSIDERATIONS**

8.1. Variation in project locations requires specific maintenance practices. Refer to Attachment 9.1 identifying site specific requirements to acknowledge when on site.

8.2. Work in each project location shall occur where depicted on Attachment 9.2.

9. **ATTACHMENTS**

9.1. Site Specific Details

9.2. Maps of Project Locations

End of Scope of Work and Specifications Section

SPECIAL CONDITIONS

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

1. **TERM**

- 1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) two-year (2) 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 two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.

2. **GENERAL SCHEDULE**

- 2.1. Maintenance event for a single site will not occur within 2 months of a previous event.

3. **INVOICING**

- 3.1. Invoices shall be approved for payment AFTER all Florida Exotic Pest Plant Council (FLEPPC) Category 1, 2, and nuisance vegetation has been removed from the site.
- 3.2. Compensation for work shall be dispersed as follows:
- 3.2.1. Payment for each maintenance event shall be lump sum for all work associated with the treatment/removal, general maintenance and disposal of exotic vegetation and debris.
- 3.2.2. Payment shall be considered full compensation for all labor, equipment, tools, materials, disposal costs, mobilization, demobilization, and other items necessary and incidental to complete each pay item.

End of Special Conditions Section



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: March 4, 2022

Solicitation No.: B220148JJB

Solicitation Name: Lee County Marsh Maintenance

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. REVISED TERM

a. The term for this project has been changed:

FROM:

~~1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services on an "as needed basis" for one (1) two-year (2) 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 two (2) years. The increments of renewal shall be at the sole discretion of the County as deemed in its best interest.~~

TO:

1.1. The Vendor shall be responsible for furnishing and delivering to the Lee County requesting Department(s) the commodity or services for one (1) two-year (2) period. Upon mutual written agreement of both parties, the parties may renew the Agreement, in whole or in part, for a renewal option for three (3) additional one (1) year periods with the combined length of all renewal terms not to exceed 5 years.

2. QUESTIONS/ANSWERS

1.	What is the estimated budget for the above solicitation?
Answer	Please refer to Page 7, Article 13.3 of the solicitation package.
2.	Can you clarify the contract terms please. Page 9 (item 25.2.1) and page 15 (item 1.1) each have different lengths for the contract.
Answer	Please refer to the revised term listed above.
3.	The bid schedule reflects (1) year. Are we required to keep our price the same for up to 4 or 6 years?
Answer	Vendors shall hold their pricing for the initial two (2) year term. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

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.

Jake Bond

Jake Bond

Procurement Analyst Direct Line: 239-533-8898

Lee County Procurement Management

EXHIBIT B

FEE SCHEDULE

<i>Lee County Marsh Maintenance</i>					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1.1	6 Mile - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 4,000.00	\$12,000.00
1.2	6 Mile - Mowing and Removing trash/debris	LS	3	\$ 500.00	\$ 1,500.00
1.3	6 Mile - General Maintenance	LS	3	\$ 200.00	\$ 600.00
2.1	10 Mile Canal (Daniels) - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 6,000.00	\$18,000.00
2.2	10 Mile Canal (Daniels) - Mowing and Removing trash/debris	LS	3	\$ 1,000.00	\$ 3,000.00
2.3	10 Mile Canal (Daniels) - General Maintenance	LS	3	\$ 500.00	\$ 1,500.00
3.1	Briarcliff - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 5,800.00	\$17,400.00
3.2	Briarcliff - Mowing and Removing trash/debris	LS	3	\$ 1,000.00	\$ 3,000.00
3.3	Briarcliff - General Maintenance	LS	3	\$ 500.00	\$ 1,500.00
4.1	Fichter's Creek - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 9,000.00	\$27,000.00
4.2	Fichter's Creek - Mowing and Removing trash/debris	LS	3	\$ 1,000.00	\$ 3,000.00
4.3	Fichter's Creek - General Maintenance	LS	3	\$ 500.00	\$ 1,500.00
5.1	Gator Slough - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 5,000.00	\$15,000.00
5.2	Gator Slough - Mowing and Removing trash/debris	LS	3	\$ 500.00	\$ 1,500.00
5.3	Gator Slough - General Maintenance	LS	3	\$ 500.00	\$ 1,500.00
6.1	Halfway Creek - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 1,000.00	\$ 3,000.00
6.2	Halfway Creek - Mowing and Removing trash/debris	LS	3	\$ 500.00	\$ 1,500.00
6.3	Halfway Creek - General Maintenance	LS	3	\$ 500.00	\$ 1,500.00
7.1	Lake Park Filter Marsh - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$22,000.00	\$66,000.00
7.2	Lake Park Filter Marsh - Mowing and Removing trash/debris	LS	3	\$ 1,000.00	\$ 3,000.00
7.3	Lake Park Filter Marsh - General Maintenance	LS	3	\$ 1,000.00	\$ 3,000.00
8.1	Nalle Grade - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 7,000.00	\$21,000.00
8.2	Nalle Grade - Mowing and Removing trash/debris	LS	3	\$ 1,000.00	\$ 3,000.00
8.3	Nalle Grade - General Maintenance	LS	3	\$ 1,000.00	\$ 3,000.00
9.1	Palmona Park - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 5,000.00	\$15,000.00
9.2	Palmona Park - Mowing and Removing trash/debris	LS	3	\$ 1,000.00	\$ 3,000.00
9.3	Palmona Park - General Maintenance	LS	3	\$ 1,000.00	\$ 3,000.00
10.1	Popash Creek - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 4,000.00	\$12,000.00
10.2	Popash Creek - Mowing and Removing trash/debris	LS	3	\$ 1,000.00	\$ 3,000.00
10.3	Popash Creek - General Maintenance	LS	3	\$ 4,000.00	\$12,000.00
11.1	Powell Creek Filter Marsh - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 4,500.00	\$13,500.00
11.2	Powell Creek Filter Marsh - Mowing and Removing trash/debris	LS	3	\$ 500.00	\$ 1,500.00
11.3	Powell Creek Filter Marsh - General Maintenance	LS	3	\$ 500.00	\$ 1,500.00
12.1	Prairie Pines - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 9,000.00	\$27,000.00
12.2	Prairie Pines - Mowing and Removing trash/debris	LS	3	\$ 1,500.00	\$ 4,500.00
12.3	Prairie Pines - General Maintenance	LS	3	\$ 500.00	\$ 1,500.00
13.1	Yellow Fever Creek - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$ 1,500.00	\$ 4,500.00
13.2	Yellow Fever Creek - Mowing and Removing trash/debris	LS	3	\$ 500.00	\$ 1,500.00
13.3	Yellow Fever Creek - General Maintenance	LS	3	\$ 500.00	\$ 1,500.00
BID SUMMARY					
PROJECT TOTAL				\$318,000.00	

EXHIBIT C

INSURANCE REQUIREMENTS



Lee County Insurance Requirements including Pollution Liability

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)

- 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

- d. **Pollution Liability** - Covering property loss and liability arising from pollution-related damages, for sites that have been inspected and found uncontaminated. Transporter moving hazardous products or waste as cargo aboard the transporter's truck:

\$1,000,000 bodily injury / property damage/ cleanup, including wrongful delivery.

**The required minimum limit of liability shown in a. or 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.***
 - c. Lee County will be given notice prior to cancellation or modification of any stipulated insurance. Such notification will be in writing by registered mail, return receipt requested and addressed to the Risk Manager (P.O. BOX 398 Ft. Myers, FL 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 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.

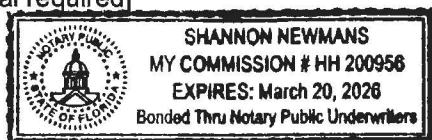
Date: 3/24/2022

STATE OF Florida
COUNTY OF Lee


Signature
DAVID T. QUINLAN, President
Name/Title

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 24th day of March, 2022, by the above-named person and in their stated capacity, and is either personally known to me or who has produced the following as identification: _____.

[Stamp/seal required]




Signature, Notary Public