



(239) 533-8881

John E. Manning
District One

October 4, 2016

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wm. Wesch
County Attorney

Donna Marie Collins
Hearing Examiner

Mr. Jeffrey Adair
Environmental Restoration Consultants Inc
24571 Redfish Street
Bonita Springs, FL 34134

SUBJECT: RFP160333 MISCELLANEOUS ENVIRONMENTAL CONTRACT

ENCLOSURE (1): Executed Copy of Professional Services Agreement

ENCLOSURE (2): Professional Services Invoice Statement

Dear Mr. Adair:

Enclosed is your executed copy of the Professional Services Agreement for the project known as "Environmental Maintenance Contract (Exotic Plant Control)".

The Contract No. is 7518 and must be on all invoices.

If you should have any questions, please contact our office at the above number.

Sincerely,
PROCUREMENT MANAGEMENT

Diana Khan

Diana Khan
Procurement Manager

C: Financeonbase@leeclerk.org
Project File

**AGREEMENT FOR
ENVIRONMENTAL MAINTENANCE (EXOTIC PLANT CONTROL)**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Environmental Restoration Consultants, Inc., a Florida corporation, 24571 Redfish Street, Bonita Springs, FL 34134, and whose Federal tax identification number is 65-0898081, hereinafter referred to as "Vendor."

WITNESSETH

WHEREAS, the County intends to purchase professional services from the Vendor in connection with "Environmental Maintenance Contract (Exotic Plant Control)" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, RFP160333 on May 27, 2016; 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 August 2, 2016; 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 in accordance with the Project Scope of Services made part of this Agreement as Exhibit A, attached hereto and incorporated herein. Vendor shall comply strictly with all of the terms and conditions of RFP160333, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue for a period of two (2) years.

- 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 RFP160333, 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 work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order 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 nonappropriation 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 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, §218.70, et seq. F.S., 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 address indicated on the purchase order 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+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

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 §119.0701, F.S., 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) provide the public with access to public records on the same terms and conditions that the County would provide the records and 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, <http://www.leegov.com/publicrecords>.

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

IX. OWNERSHIP OF PRODUCTS

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

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

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

Any change or substitution to the Vendor's key 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 cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable 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 fifteen (15) 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 claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that 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 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.

- E. 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.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. 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:		County's Representatives:	
Name:	<u>Jeffrey A. Adair</u>	Names:	<u>Roger Desjarlais</u> <u>Mary Tucker</u>
Title:	<u>President</u>	Titles:	<u>County Manager</u> <u>Director of Procurement Management</u>
Address:	<u>24571 Redfish St.</u> <u>Bonita Springs, FL 34134</u>	Address:	<u>P.O. Box 398</u> <u>Fort Myers, FL 33902</u>
Telephone:	<u>239/992-0086</u>	Telephone:	<u>239-533-2221</u> <u>239-533-8881</u>
Facsimile:	<u>239/992-0086</u>	Facsimile:	<u>239-485-2262</u> <u>239-485-8383</u>
E-mail:	<u>ERCinc@comcast.net</u>	E-Mail:	<u>rdesjarlais@leegov.com</u> <u>mtucker@leegov.com</u>

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. 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. RFP160333
 4. Vendor's Submittal in Response to RFP160333

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

WITNESS:

Environmental Restoration Consultants, Inc.

Signed By: [Signature]

Signed By: [Signature]

Print Name: Michael Broad

Print Name: Jeffrey A. Adair

Title: President

Date: 9/13/16

LEE COUNTY

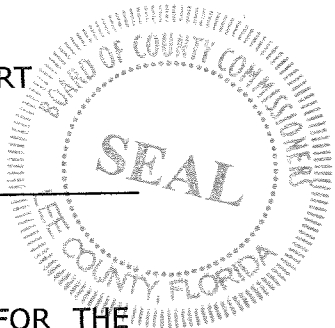
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: [Signature]
CHAIR

DATE: 9-26-16

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: [Signature]
DEPUTY CLERK



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

BY: [Signature]
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A SCOPE OF SERVICES

GENERAL SCOPE

The Vendor shall perform various Lee County projects including exotic plant control, native plant installation for restoration, and habitat restoration. The Vendor shall furnish all equipment with operators, laborers and superintendents to perform the work directed by the County's Project Manager. Work under this Agreement shall be on an as-needed basis.

Specific Scope of Services:

- Task 1. Perform control of exotic invasive pest plants as indicated in a site specific prescription or plan using hand crews and /or heavy equipment. Crew leaders at a minimum will possess a current pesticide applicator's license in the Natural Areas category. The aquatic license will be needed for some projects.

- Task 2. Perform installation of native plants for mitigation and habitat restoration projects. This shall include planting and in some cases watering for a period of time to allow establishment of the plants. Ability to comply and adhere to permit conditions.

**EXHIBIT B
FEE SCHEDULE**

Fees for the services provided under this Agreement will be negotiated on a project-by-project basis. For all projects, the County shall issue a Supplemental Task Authorization, which shall identify the work to be performed, the timeframe for the work, and the compensation that the Vendor shall receive for completing the work. No work is authorized under this Agreement without a fully executed Supplemental Task Authorization and a purchase order.

EXHIBIT C 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)
\$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."

EXHIBIT C INSURANCE REQUIREMENTS

Verification of Coverage:

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

a. 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.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olin Hill & Associates Inc. 2804 Del Prado Blvd. #107 Cape Coral, FL 33904 David Kennedy	CONTACT NAME: David Kennedy	
	PHONE (A/C, No, Ext): 239-945-1900	FAX (A/C, No): 239-945-3163
	E-MAIL ADDRESS: davidk@olinhill.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Southern-Owners Insurance Co.	10190
INSURED Environmental Restoration Consultants, Inc. 24571 Redfish Street Bonita Springs, FL 34134	INSURER B : Auto-Owners Insurance Company	18988
	INSURER C : Homeland Ins Co of New York	34452
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			20727136	01/20/2016	01/20/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			4826722300	01/09/2016	01/09/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			20727970	01/20/2016	01/20/2017	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Pollution Liab			7930027000001	10/23/2015	10/23/2016	Ea Occ 1,000,000 Agg 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP160333 ENVIRONMENTAL MAINTENANCE (EXOTIC PLANT CONTROL)
Lee County Board of County Commissioners, it officers and employees are named as Additional Insured on the General Liability with respect to Insured's operations.

CERTIFICATE HOLDER

CANCELLATION

LEECO02

Lee County Board of County Commissioners
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

LEE COUNTY
PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
INVOICE STATEMENT

CN No.: _____ Contract No.: _____ Date: _____
 Project No.: _____
 Payment No.: _____ (W.I.P.P. Final) for Period _____ to _____

Project Name: _____

Attachments Yes No

PAYEE: Consultants Name: _____
 Mailing Address: _____
 City & State _____ ZIP CODE _____

INSTRUCTIONS

Warrant will be mailed to Consultant's mailing address given, unless special instructions are provided to the immediate left of these instructions.

Deliver Warrant: _____ Special Instructions - If Other than Mail _____

CONTRACTUAL FINANCIAL DATA

ORIGINAL PSA/SPA Amount			\$
PLUS: Change Order # _____ dated _____		\$	
Change Order # _____ dated _____		\$	
Change Order # _____ dated _____		\$	
S.T.A. # _____ dated _____		\$	
S.T.A. # _____ dated _____		\$	
S.T.A. # _____ dated _____		\$	
Total Change Orders/S.T.A. <u>ADDING</u> to cost of Agreement			\$
LESS: Change Order # _____ dated _____		\$	
Change Order # _____ dated _____		\$	
Change Order # _____ dated _____		\$	
S.T.A.# _____ dated _____		\$	
S.T.A. # _____ dated _____		\$	
S.T.A. # _____ dated _____		\$	
Total Change Orders/S.T.A. <u>SUBTRACTING</u> from cost of Agreement			\$
Total Amount of Current PSA/SPA			\$
Total Amount Completed to Date			\$
Less Amounts Previously Invoiced			\$
Amount of this Invoice			\$
Total Amount Paid to DBE's from above			\$
Name of DBE(s): _____			

Signed Project Manager: _____ Date: _____
 Approved Dept/Div Director: _____ Date: _____
 Approved Fiscal Person: _____ Date: _____

CONTRACT REVIEW CHECKLIST

CONTRACT TYPE: Professional Services

SUBJECT: Project known as: Environmental Maintenance Contract (Exotic Plant Control)

Between Lee County and Environmental Restoration Consultants Inc

Reference: Department Director approval: N/A

County Administrator approval: N/A

Reference: Board action approving contract/agreement

Board Date:
9/20/16

Agenda Item No.: 28

The subject contract is forwarded herewith for review and/or endorsements:

(1) **By the Director of:** Routed by Procurement *Project Sponsoring Department*

Recommendation to execute

Not recommending execution for the following reason(s):

Date received: _____ Date returned/forwarded: _____

Signed: _____

(2) **By Procurement Management:**

X Recommending execution

Not recommending execution for the following reason(s):

Date received: 9-14-16 Date returned/forwarded: 9-21-16

Signed: *[Signature]*

(3) **By the Risk Management**

X Recommending execution

Not recommending execution for the following reason(s)

Date received: Sept 21, 2016 Date returned/forwarded: Sept 22, 2016

Signed: *[Signature]*

(4) **By the County Attorney:**

✓ Recommending execution

Not recommending execution for the following reason(s)

Date received: 9-23-16 Date returned/forwarded: 9-23-16

Signed: *[Signature]*

(5) **Board**

(6) **Clerk's Office, Minutes Department**

9-28-16 DC DR 2FB SS BW 3:00

(7) **Procurement Management**

Diana Khan

RECEIVED
MINUTES OFFICE
2016 SEP 28 PM 2:11
2016 SEP 28 PM 2:11

TEL CO VILLOBRE
W. KAYE PA

Blue Sheet No. 20160503	Lee County Board Of County Commissioners Agenda Item Report Meeting Date: 9/20/2016	Item No. 28
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TITLE:

Approve the selection of firms for Environmental Maintenance Contract (Exotic Plant Control)

ACTION REQUESTED:

A) Award Request for Proposal No. RFP160333, Environmental Maintenance Contract, to the following firms for use on an as-needed basis as approved in the departments' annual adopted budgets: DeAngelo Brothers, LLC d/b/a Aquagenix; Earthbalance Corporation; Environmental Restoration Consultants, Inc.; Lake Masters Aquatic Weed Control, Inc.; Mettauer Environmental, Inc.; Milborne, LLC; Sandhill Environmental Services, LLC; Walker Exotic Tree Eradication & Mitigation LLC; Woods and Wetlands, Inc. The contract terms will be for two years with no renewal options.

B) Authorize the Chair to execute contracts on behalf of the Board of County Commissioners.

FUNDING:

Funding in accordance with County's adopted budget; available within specific project budgets.

WHAT ACTION ACCOMPLISHES:

Awards Request for Proposal No. RFP160333, Environmental Maintenance Contract. Approval supplies Lee County with nine firms capable of providing professional environmental contracting services for miscellaneous projects involving exotic plant control, native plant installation for restoration, and habitat restoration. This list shall remain in effect for two years. Staff will negotiate with these firms on an as-needed, project-by-project basis. Fiscal Year 2014-2015 expenditures for these services were \$1,287,261.01.

MANAGEMENT RECOMMENDATION:

Approve

Requirement/Purpose: (specify)	Request Initiated
<input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-1 <input type="checkbox"/> Other	Commissioner: Department: PROCUREMENT MANAGEMENT Division: No Divisions By: Mary Tucker

Background:

Due to the complexity of County projects and initiatives that have environmental impacts, Lee County requires the services of professional environmental contractors. These contractors provide services such as exotic plant control, native plant installation for restoration, and habitat restoration. Maintaining a list of approved firms for these services allows staff to negotiate on a project-by-project basis with contractors that have a range of subject matter expertise.

C) BoCC Goals; Policy Issues; History
 Proposals were solicited on behalf of the Board of County Commissioners for the project known as RFP160333, Environmental Maintenance Contract. A total of nine proposals were considered at the

Required Review:					
Mary Tucker	Mary Tucker	Lori Borman	Corris L. McIntosh Jr.	Mike Figueroa	Peter Winton
PROCUREMENT MANAGEMENT	Purchasing	Budget Analyst	County Attorney	Risk	Budget Services
Christine Brady					
County Manager					

Evaluation Committee Meeting held on August 1, 2016.

After reviewing the Proposals, the Committee determined that all nine firms meet the minimum requirements as set forth by the solicitation documents. Therefore, the Committee is recommending award to the following firms: DeAngelo Brothers, LLC d/b/a Aquagenix; Earthbalance Corporation; Environmental Restoration Consultants, Inc.; Lake Masters Aquatic Weed Control, Inc.; Mettauier Environmental, Inc.; Milborne, LLC; Sandhill Environmental Services, LLC; Walker Exotic Tree Eradication & Mitigation, LLC; Woods and Wetlands, Inc. Pending Board approval, staff will negotiate services on a project-by-project basis. The list of firms will remain in effect for two years.

During Fiscal Year 2014-2015, expenditures for these services were \$1,287,261.01.

- 1) Short List Meeting minutes dated August 1, 2016
- 2) Sample Contract



CERTIFICATE OF LIABILITY INSURANCE

ENVIR-4 OP ID: KN

DATE (MM/DD/YYYY)
09/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Olin Hill & Associates Inc. 2804 Del Prado Blvd. #107 Cape Coral, FL 33904 David Kennedy		CONTACT NAME: David Kennedy PHONE (A/C, No, Ext): 239-945-1900 FAX (A/C, No): 239-945-3163 E-MAIL ADDRESS: davidk@olinhill.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A : Southern-Owners Insurance Co.	NAIC # 10190
		INSURER B : Auto-Owners Insurance Company	18988
		INSURER C : Homeland Ins Co of New York	34452
		INSURER D :	
		INSURER E :	
		INSURER F :	

INSURED Environmental Restoration Consultants, Inc.
24571 Redfish Street
Bonita Springs, FL 34134

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

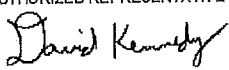
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			20727136	01/20/2016	01/20/2017	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			4826722300	01/09/2016	01/09/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			20727970	01/20/2016	01/20/2017	PER STATUTE	
							E.L. EACH ACCIDENT	\$ 500,000
							E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	Pollution Liab			7930027000001	10/23/2015	10/23/2016	Ea Occ	1,000,000
							Agg	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP160333/DK Environmental Maintenance Contract

Lee County Board of County Commissioners, it officers and employees are named as Additional Insured on the General Liability with respect to Insured's operations.

CERTIFICATE HOLDER**CANCELLATION**

LEECO02 Lee County Board of County Commissioners 1500 Monroe Street, 4th Floor Fort Myers, FL 33901	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

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Major 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)
\$500,000 bodily injury per person
\$1,000,000 bodily injury per accident
\$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
\$500,000 disease limit
\$500,000 disease – policy limit

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



LEE COUNTY
SOUTHWEST FLORIDA

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:

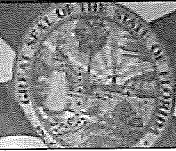
a. **The certificate holder shall read as follows:**

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.

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Profit Corporation**

ENVIRONMENTAL RESTORATION CONSULTANTS, INC.

Filing Information

Document Number	P99000001017
FEI/EIN Number	65-0898081
Date Filed	01/04/1999
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	01/19/2005
Event Effective Date	NONE

Principal Address24571 REDFISH ST.
BONITA SPRINGS, FL 34134

Changed: 01/19/2005

Mailing Address24571 REDFISH ST.
BONITA SPRINGS, FL 34134

Changed: 01/19/2005

Registered Agent Name & AddressADAIR, JEFFREY A
24571 REDFISH ST.
BONITA SPRINGS, FL 34134

Address Changed: 01/19/2005

Officer/Director Detail**Name & Address**

Title P

ADAIR, JEFFREY A
24571 REDFISH ST.
BONITA SPRINGS, FL 34134**Annual Reports**

Report Year	Filed Date
2014	01/11/2014
2015	01/10/2015
2016	02/02/2016

Document Images

02/02/2016 -- ANNUAL REPORT	View image in PDF format
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01/11/2014 -- ANNUAL REPORT	View image in PDF format
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01/09/2010 -- ANNUAL REPORT	View image in PDF format
01/22/2009 -- ANNUAL REPORT	View image in PDF format
01/08/2008 -- ANNUAL REPORT	View image in PDF format
01/04/2007 -- ANNUAL REPORT	View image in PDF format
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04/19/2000 -- ANNUAL REPORT	View image in PDF format
01/04/1999 -- Domestic Profit	View image in PDF format

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State of Florida, Department of State

A.M. Best Rating Services

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Southern-Owners Insurance Company (?)

A.M. Best #: 011676 NAIC #: 10190 FEIN #: 593265407

Mailing Address

P.O. Box 30660
Lansing, MI 48909-8160
[United States](#)

[View Additional Address Information](#)



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Web: www.auto-owners.com

Phone: 517-323-1200

Fax: 517-391-1901

Based on A.M. Best's analysis, [000188 - Auto-Owners Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A++ (Superior)
Affiliation Code:	g (Group)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	July 31, 1995

Long-Term Issuer Credit Rating [View Definition](#)


Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016

A.M. Best Rating Services

Rating Search:

Search

[Advanced Search](#)

 [Print this page](#)

Auto-Owners Insurance Company (?)

A.M. Best #: 000188 NAIC #: 18988 FEIN #: 380315280

Mailing Address

P.O. Box 30660
Lansing, MI 48909
[United States](#)

[View Additional Address Information](#)

Web: www.auto-owners.com

Phone: 517-323-1200

Fax: 517-391-1901

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.

Based on A.M. Best's analysis, [000188 - Auto-Owners Insurance Company](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A++ (Superior)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	June 30, 1922

Long-Term Issuer Credit Rating [View Definition](#)


Long-Term:	aa+
Outlook:	Stable
Action:	Affirmed
Effective Date:	June 08, 2016
Initial Rating Date:	May 30, 2007

A.M. Best Rating Services

Rating Search:

Search

[Advanced Search](#)

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Homeland Insurance Company of New York (?)

A.M. Best #: 010604 NAIC #: 34452 FEIN #: 521568827

Administrative Office

605 Highway 169 North Suite 800
Plymouth, MN 55441

[United States](#)

[View Additional Address Information](#)

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

Web: www.onebeacon.com

Phone: 781-332-7000

Fax: 781-332-7969

Based on A.M. Best's analysis, [058167 - White Mountains Insurance Group Ltd](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

Rating:	A (Excellent)
Affiliation Code:	r (Reinsured)
Financial Size Category:	X (\$500 Million to \$750 Million)
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 30, 2015
Initial Rating Date:	June 30, 1989

Long-Term Issuer Credit Rating [View Definition](#)

Long-Term:	a
Outlook:	Stable
Action:	Affirmed
Effective Date:	October 30, 2015