

LEE COUNTY, FLORIDA
PROPOSAL QUOTE FORM
FOR
REMOVAL OF INVASIVE EXOTIC TREES

DATE SUBMITTED: 1/17/12

VENDOR NAME: Environmental Restoration Consultants, Inc.

TO: The Board of County Commissioners
Lee County
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

NOTE NEW REQUIREMENT: EFFECTIVE 2/1/12 VENDORS WILL NO LONGER BE RECEIVING A POST CARD TO NOTIFY YOU OF PROJECTS ON THE STREET FOR BIDDING/QUOTING. WE WILL CONTINUE TO ADVERTISE IN THE NEWS PRESS RUNNING THE ADS ON FRIDAYS FOR FORMAL PROJECTS. NEW PROJECTS ARE POSTED ON OUR WEB SITE ON FRIDAYS. IT IS THE SOLE RESPONSIBILITY OF THE VENDOR TO CHECK THE LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY PROJECTS. OUR WEB ADDRESS IS WWW.LEE-COUNTY.COM/PROCUREMENTMANAGEMENT CLICK ON PROJECTS AND OPEN TO VIEW THE PROJECTS.

The undersigned acknowledges
receipt of Addenda numbers:



TO BE STARTED WITHIN 10 CALENDAR DAYS AFTER
RECEIPT OF AWARD AND PURCHASE ORDER.

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications?

Yes _____ No ☒

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

ANTI-COLLUSION STATEMENT

THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE; NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.

FIRM NAME: Environmental Restoration Consultants, Inc.

BY (Printed): Jeffrey A. Adair

BY (Signature): Jeff A. Adair

TITLE: President

FEDERAL ID # OR S.S. # 65-0898081

ADDRESS: 24571 Redfish St.

Bonita Springs, FL 34134

PHONE NO.: 239/992-0086

FAX NO.: 239/992-0086

CELLULAR PHONE/PAGER NO.: 239/287-2706

DUNS#: 106751741

LEE COUNTY LOCAL BUSINESS TAX ACCOUNT NUMBER: 0802264

E-MAIL ADDRESS: ERCine@comcast.net

REVISED: 5/3/11

AFFIDAVIT CERTIFICATION
IMMIGRATION LAWSSOLICITATION NO.: IW120115 PROJECT NAME: Removal of Invasive
Exotic Trees

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR OF UNAUTHORIZED ALIENS A VIOLATION OF SECTION 274A (e) OF THE INA. SUCH VIOLATION BY THE RECIPIENT OF THE EMPLOYMENT PROVISIONS CONTAINED IN SECTION 274A (e) OF THE INA SHALL BE GROUNDS FOR UNILATERAL CANCELLATION OF THE CONTRACT BY LEE COUNTY.

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: Environmental Restoration Consultants, Inc.

Jeff A. Adair Title President
Signature
Date 11/17/12

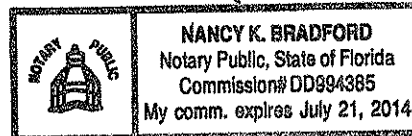
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was signed and acknowledged before me this 17 day of January, 2012, by Jeffrey A. Adair who has produced
(Print or Type Name)
Florida Driver License as identification.
(Type of Identification and Number)

Nancy K. Bradford
Notary Public Signature

Nancy K. Bradford
Printed Name of Notary Public

DD 994385 | 7/21/14
Notary Commission Number/Expiration



The signer of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

LEE COUNTY PROCUREMENT MANAGEMENT - BIDDERS CHECK LIST

IMPORTANT: Please read carefully and return with your bid proposal.

Please check off each of the following items as the necessary action is completed:

- ☒ 1. The Quote has been signed.
- ☒ 2. The Quote prices offered have been reviewed. *As applies*
- ☒ 3. The price extensions and totals have been checked. *As applies*
- ☒ 4. The original (must be manually signed) and 1 additional copy of the quote has been submitted.
- ☒ 5. Two (2) identical sets of descriptive literature, brochures and/or data (if required) have been submitted under separate cover. *clarified 1/17/12*
- ☒ 6. All modifications have been acknowledged in the space provided.
- ☒ 7. All addendums issued, if any, have been acknowledged in the space provided.
- ☒ 8. Erasures or other changes made to the quote document have been initialed by the person signing the quote.
- ☒ 9. Bid Bond and/or certified Check (if required) have been submitted with the quote in amounts indicated.
- ☒ 10. Any Delivery information required is included.
- ☒ 11. Affidavit Certification Immigration Signed and Notarized
- ☒ 12. The mailing envelope has been addressed to:
- | | |
|------------------------------|---|
| MAILING ADDRESS | <input checked="" type="checkbox"/> PHYSICAL ADDRESS |
| Lee County Procurement Mgmt. | Lee County Procurement Mgmt. |
| P.O. Box 398 or | 1825 Hendry St 3 rd Floor |
| Ft. Myers, FL 33902-0398 | Ft. Myers, FL 33901 |
- ☒ 13. The mailing envelope **MUST** be sealed and marked with:
Quote Number
Opening Date and/or Receiving Date
- ☒ 14. The quote will be mailed or delivered in time to be received no later than the specified opening date and time. (Otherwise quote cannot be considered or accepted.)
- ☐ 15. If submitting a "NO BID" please write quote number here _____
and check one of the following:
☐ Do not offer this product ☐ Insufficient time to respond.
☐ Unable to meet specifications (why)
☐ Unable to meet bond or insurance requirement.
 Other: _____

Company Name and Address:



CERTIFICATE OF LIABILITY INSURANCE

ENVIR-4

OP ID: TQ

DATE (MM/DD/YYYY)

01/17/12

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 Travis Campbell	239-945-1900 239-945-3163	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Southern-Owners Insurance Co. INSURER B: Auto-Owners Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10190 18988
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		20727136	01/20/12	01/20/13	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 - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			4826722300	01/09/12	01/09/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ WC STATUTORY LIMITS OTH-ER
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20727970	01/20/12	01/20/13	E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

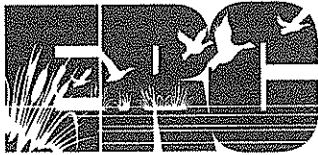
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials, are named as Additional Insureds on the General Liability policy.

CERTIFICATE HOLDER

CANCELLATION

LEECO02 Lee County Board of County Commissioners c/o Lee County Procurement Management PO Box 398 Fort Myers, FL 33902	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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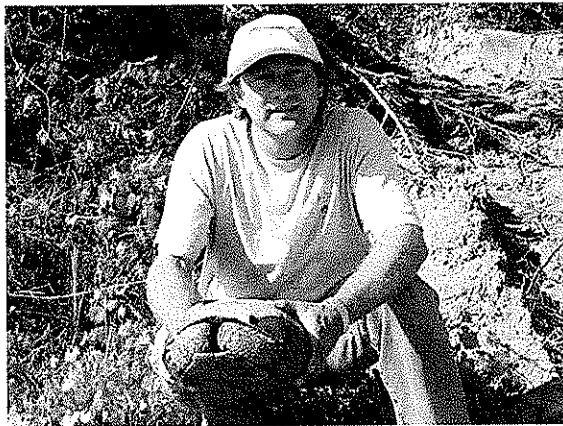
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Environmental Restoration Consultants, Inc.

The Company

Environmental Restoration Consultants, Inc. was founded in 1999 as an environmental land restoration and permitting design company, with expertise in the removal and control of exotic vegetation and Environmental Resource Permitting throughout south Florida. Since establishment the company has remained diversified by providing clientele both construction and consulting services, with recent emphasis in public sector preserve restoration and flow way maintenance projects. These services typically involve the removal and herbicide treatment of exotic and nuisance vegetation and removal of debris from wetland and upland preservation and mitigation areas, parks, natural creeks, ditches, and canals. ERC, Inc. has also been involved in road and canal right-of-way clearing, and clearing and grubbing operations.



The President

The company was established in 1999 by Mr. Jeffrey A. Adair, who is president and owner, and has 20 years of experience in the environmental consulting industry. Mr. Adair moved to southwest Florida after pursuing graduate studies at the University of North Carolina - Wilmington in 1988, and subsequently worked for the City of Cape Coral, the Florida Department of Regulation, and Collier County Community Services. Mr. Adair has also worked as senior environmental project manager and director of environmental services at engineering consulting

firms based in Ft. Lauderdale and Bonita Springs, Florida.

Services

- Preserve Enhancement – exotic and nuisance vegetation control
- Flow Way Maintenance – ditches, creeks, canals; debris and sediment removal
- Native Vegetation Plantings – preserves, mitigation areas, littoral shelves
- Mitigation Design and Implementation
- Park Maintenance
- Right-of-Way Maintenance
- Habitat Mapping
- Wetland Delineations
- Environmental Consulting

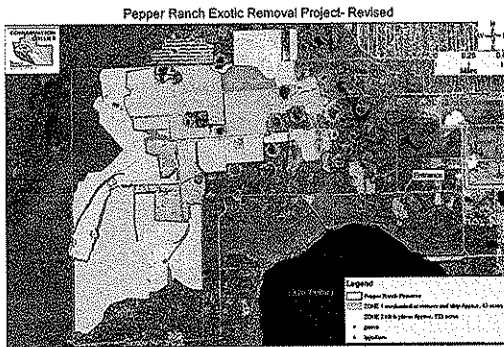


Experience

ERC, Inc. has been implementing preserve management and mitigation plans for 12 years. Projects have involved exotic vegetation control and native plantings in a variety of habitats, including existing, degraded, and created pine flatwood, hydric pine flatwood, hardwood, coastal hammock, swamps and marshes, and has planted numerous littoral shelves. As exemplified by the projects listed below, ERC, Inc. is experienced in working with government entities as related to ecological restoration, control of exotic vegetation, and re-vegetation with native species. Field crews are experienced in site grading, plant bed preparation, and seed and plant installation. ERC, Inc. also has expertise in wetland mitigation design and development of preserve management plans, and monitoring plant survivorship.

Public Restoration, Flow Way, and Right-of-Way Projects (2011)

- Pepper Ranch Exotic Removal Project, Collier County Gov. (Collier Conservation), Lake Trafford, FL (Dec. 2010 - March 2011) - Kill in place exotic vegetation within the designated 722 acres of 2,500 acre County preserve. Habitats being treated include cypress, marsh, wet prairie, oak



hammock, and disturbed fields. Primary target species include Caesar weed, *Lygodium*, Brazilian pepper, rosary pea, guava, and cogon grass. Herbicide application is by backpack sprayers. Daily water source is 220 gal. nurse tank. Treated *Lygodium* areas were GPS located. Contract amount: \$199,272.00.

In addition, re-treatment of this 722 acres, plus an additional 50 acres, is currently being conducted by ERC, Inc. through the Florida Fish and Wildlife Commission (January 2012).

- Metro Parkway Extension Mitigation Maintenance, Lee County Gov., Parks and Recreation, Ft. Myers, FL (March - June 2011) - Manually herbicide treat 283 acres of cypress and herbaceous swamp. Target species included all FEPPC listed exotic plants and selected non-listed nuisance species. One re-treatment of a 26 acre parcel was performed. Equipment included machetes, chainsaws, hand held and backpack applicators, and 4 x 4 Kubota RTV with 60 gal. nurse tank. Contract amount: \$44,646.00.
- Estero River -South Brach, Lee County Gov. Natural Resources, Ft. Myers, FL (May - June 2011) - Manually and mechanically remove woody exotic species, and herbicide herbaceous exotic and nuisance species from 5,000 l.f. of the Estero River and adjacent wetland areas. Primary target species included melaleuca, Brazilian pepper, torpedograss, and cattail. Trees and shrubs were felled and stumps treated. Felled debris was collected using manual means in environmentally sensitive wetland and surface water areas, or collected using a skid steer with grabble and track excavator in upland areas and berms. Debris was subsequently stock piled and hauled off-site, and four hundred 3 gallon bald cypress and slash pine planted along the embankments. One herbicide re-treatment was performed. Contract amount: \$60,315.00.
- Morgan Hill Slough Parcels, Lee County Gov., Parks and Recreation, Ft. Myers, FL (June - July 2011) - Hand cut, girdle, and herbicide treat primarily Brazilian pepper, and treat other herbaceous

FEPPC 2009 listed species on 90 acres of protected hydric pine flatwood and cypress. Implementation included hand machetes, chainsaws, hand held and 4 gal. backpack applicators, Kubota RTV utility (4x4) with 60 gal. herbicide tank. Contract amount: \$26,100.00.

- Nine Mile Run at Buckingham Trails Preserve, Lee County Gov. Natural Resources, Conservation 20/20 Lands, Ft. Myers, FL (July - August 2011) - Mechanically remove woody and herbaceous exotic species, selected native vegetation, and debris impeding flow from 1.06 mile of canal located primarily on Conservation 20/20 Lands. Target species included large dense stands of Australian pine, Brazilian pepper, melaleuca, and Carolina willow. Track excavator was used to remove vegetation. Cut stumps were treated with herbicide, and woody debris either chipped on-site using skid steer with mulching head or hauled off-site. One re-treatment was performed. Contract amount: \$33,735.00.
- Sunniland Ditch/Canal Maintenance, Lee County Gov. Natural Resources, Ft. Myers, FL (September - October 2011) – Mechanically remove woody and herbaceous exotic species, selected native vegetation, and debris impeding flow from 2.75 miles of canal located on Florida Gulf Coast University property. Primary target species included Brazilian pepper, Carolina willow, water lettuce, cattail, and spatterdock. Track excavators and 60' long reach excavator were used to remove vegetation. Cut stumps were treated with herbicide, and woody debris chipped on-site using skid steer (85 hp and 100 hp) with mulching head. One re-treatment is scheduled. Contract amount: \$53,675.00.
- Prairie Pines Preserve Maintenance, Lee County Gov. Natural Resources/Conservation 20/20 Lands, N. Ft. Myers, FL (October - November 2011) – Hand pull, cut and girdle, and herbicide by manual methods 255 acres of pine flatwood and depressional hardwood and herbaceous swamps degraded primarily with melaleuca, Brazilian pepper, torpedograss, and cogon grass. In addition, herbicide treatment of 1.5 mile of canal and bush hog mowing of adjacent berm was performed. Equipment included machetes, chainsaws, hand held and backpack applicators, 4 x 4 Kubota utility with 60 gal. nurse tank, John Deere tractor and 8' bush hog. Two re-treatments and mowing are scheduled. Contract amount: \$39,070.00.

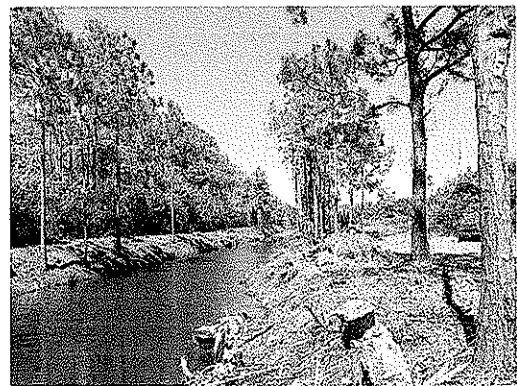
Public Restoration, Flow Way, and Right-of-Way Projects (2010)

- Morgan Hill Rd./Six Mile Cypress Preserve Maintenance, Lee County Gov., Ft. Myers, FL (February 2010) – Hand remove, stump treat, chip, and haul vegetative debris along 2,400 l.f of roadside ditch easement, including portions within Conservation 2020 lands. Primary target species included Brazilian pepper and large melaleuca. Project also included removal and installation of concrete culvert with clean fill. Equipment included chainsaws, backpack sprayers, Kubota RUV, 4 x 4, w/60 gal. nurse tank, Kubota tractor with bucket, John Deere tractor with bucket, rubber track mini-excavator, 12" chipper, 20 cu. yd. Dump trailer, and Kodiak with 42' trailer were used. Large debris hauled and disposed via grapple truck.
- Bayshore Creek Exotic Vegetation Removal, Lee County Gov., N. Ft. Myers, FL (March 2010) – Hand remove, stump treat, and chip vegetative debris along 1,600 l.f of creek. Primary target species



included Brazilian pepper and large earleaf acacia. Hand held equipment, Kubota RTV 4 x 4 w/60 gal. nurse tank, and Kubota tractor with 12" Vermeer chipper were used.

- Cell 17/18 Exotic Vegetation Maintenance, South Florida Water Management District, Broward County, FL (March – April 2010) – Hand pull, cut and girdle 85 acres of dense melaleuca and Australian pine in Cell 17/18 of the West Coast Buffer Strip. UTM GPS coordinates of treated areas and *Lygodium* locations were mapped and provided to the District on daily bases. Equipment included machetes, chainsaws, hand held and backpack applicators, and 4 x 4 Ranger with 60 gal. nurse tank.
- CR 850 (Corkscrew Road) Right-of-Way Vegetation Clearing, Collier County Gov., FL, near SR 82 (May 2010) – chainsaw fell and stump grind all vegetation (large slash pine, cabbage palm, oak) along 1.2 miles of ROW to improve visibility, remove obstructions, and County maintenance access. Equipment included chainsaws, John Deere and Kubota tractors, Rayco 24" dia. head stump grinder. Debris hauled and disposed via grapple truck.
- W. Broadway Ditch Maintenance Operation, Lee County Gov. Natural Resources, Estero, FL (May 2010) – Hand remove, stump treat, and chip vegetative debris along 1,200 l.f of creek within the Koreshan State Historic Site and 500 l.f. of ditch within Conservation 2020 lands, and herbicide treat 1,000 l.f. of ditch north of W. Broadway St. Primary woody target species included Brazilian pepper, Australian pine, downy-rose myrtle, and primrose willow. Targeted vines include *Lygodium* sp. and Crab's eye. Hand held equipment, Kubota RUV 4 x 4 w/60 gal. nurse tank, Kubota tractor, 5' bushhog, and 12" Vermeer chipper were used.
- Memorial Blvd., Clearing and Grubbing of Exotic Vegetation, Collier County Gov. (Road and Bridges Div.), Naples, FL (Oct. - Nov. 2010) - Clear and grub 2,300 l.f. of large Brazilian pepper with County road right-of-way. Work included mechanical clearing, tub grinding, hauling of mulch, and grading to "sod ready".
- Briarcliff Filter Marsh Clearing - Phase 1b, Lee County Gov., Ft. Myers, FL (Sept. - Oct. 2010) - Clear and grub 10 acres of forested land for future filter marsh. Work included clearing and grubbing, mulching of debris, hauling of mulch, rough grading, and seeding with a Bahia and millet mix. Primary equipment included excavator, two loaders, tub grinder, and tractor trailers.
- Stormwater Ditch Cleaning - Conveyances 7 and 8, City of Bonita Springs, Lee County, FL (October 2010) - Remove all vegetation and debris from surface water by mechanical and manual means, and hand remove all exotic species from embankments. Primary target species included large melaleuca, Java plum, and Brazilian pepper. Cut stumps and exotic herbaceous vegetation were treated with herbicide using backpack sprayers. Woody material was chipped on-site using a combination of both hydro-ax and skidsteer with gyro-trac cutting head. Total ditch length equaled 3,300 l.f.



Public Restoration and Flow Way Projects (2009)

- Lely Area Stormwater Improvement Project, Mitigation Area Exotic Vegetation Removal, Collier County Gov., Naples (April 2009) – Hand treat all woody and herbaceous exotic and nuisance vegetation within 109.3 acre Collier County mitigation area. Exotic vegetation included species such melaleuca, Brazilian pepper, downy rose myrtle, torpedograss, and St. Augustine..



- Spring Creek Ditch Maintenance, Lee County Gov., Bonita Springs, Lee County (May 2009) – Mechanical and hand removal of vegetation, debris, and sediments from two 1,200 l.f. flow ways discharging to Spring Creek. Primary target species included Brazilian pepper, primerose willow, willow, and cattail. Vegetative debris chipped on-site, and cut stumps treated with herbicide. Equipment used included hand held equipment and backpacks, Kubota RTV (4x4) with 60 gal. nurse tank, 8' bush hog, 12" chipper, mini-excavator with bucket thumb, and bobcat with grapple.
- Cedar Creek Flow Way Maintenance, Lee County Gov. Natural Resources, Bonita Springs, FL (June 2009) – Hand remove, treat cut stumps, and chip on-site dense Brazilian pepper, and clear vegetative debris from approximately 1,200 l.f. of natural and altered creek. Hand held equipment, bush hog, 12" chipper, and 30 cu. yd. dump trailer were used.
- Maintenance Operations In Six Mile Cypress Slough Berm and Mitigation Area, Lee County Gov. Natural Resources, Ft. Myers, Lee County (June 2009) – Cut, remove, and treat exotic and nuisance vegetation within six acre herbaceous mitigation area and bush hog 2,270 l.f. berm. Exotic vegetation included melaleuca, Brazilian pepper, torpedograss, and natal grass. Equipment included 4 gal. backpacks, Kubota RTV (4x4) with 60 gal. nurse tank, and 8' bush hog.
- Villages of Bonita Ditch Maintenance, City of Bonita Springs, Lee County, FL (June 2009) – Mechanically and hand remove Brazilian pepper, melaleuca, primerose willow, and cattail from 2,500 l.f. of canal. Vegetative debris chipped on-site. Equipment used included machetes, chainsaws, and 4 gal. backpacks, Ranger (4x4) with 60 gal. spray tank, mini-excavator with bucket thumb, and 8' bush hog.
- Palm Creek – Nuisance Debris and Vegetation Removal Project, Lee County Gov., N. Ft. Myers, FL (June 2009) – Hand remove, stump treat, and chip vegetative debris along 1,600 l.f of creek partially located on Conservation 20/20 lands. Primary target species includes dense Brazilian pepper, bischofia, earleaf acacia, and dense muscadine grape. Hand held equipment, Ranger (4x4) with 60 gal. spray tank, 8' bush hog, and 12" chipper were used.
- Exotic Removal at Golden Gate Park, Pelican Bay Park, Tigertail Park; Collier County Gov., FL (September 2009) – Cut and/or hand remove exotic vegetation throughout upland and mangrove habitats at three park locations. Total of park areas was approximately 35 acres. Target species varied depending on park, but included Brazilian pepper, earleaf acacia, torpedograss, natal grass,

and air potato. Hand held equipment, Ranger (4x4) with 60 gal. spray tank, and dump trailer were used.

- Carney Circle Drainage Ditch Maintenance, City of Bonita Springs, Lee County, FL (September 2009) – Hand remove and treat approximately 1,000 l.f. of ditch infested primarily with cattail and torpedograss, with scattered Brazilian pepper. All debris hauled off-site. Equipment included hand held tools and 4 gal. backpacks, Ranger (4x4) with 60 gal. spray tank, and dump trailer, and mini-excavator with bucket thumb.



- Windsor Road Park Preserve, City of Bonita Springs, Lee County, FL (November 2009) – Cut, stump treat, and chip all woody exotic vegetation. Site heavily invested with large Java plum, but also included Brazilian pepper, earleaf acacia, melaleuca, air potato, wedelia, dogfennel, and St. Augustine. Equipment used included hand held equipment and backpacks, Kubota tractor with bucket, Ranger (4x4) with 60 gal. nurse tank, 8' bush hog, 12" chipper, and bobcat with grapple, and 30 cu. yd. dump trailer.

Lee County Contract No.:

CONTRACT FOR SERVICES

THIS AGREEMENT is made this _____ day of _____, 2012, between the **LEE COUNTY**, a political subdivision and charter county of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902, hereinafter referred to as "County", and Environmental Restoration Consultants, Inc., hereinafter referred to as "Provider" whose business address is 24571 Redfish St., Bonita Springs, FL 34134 whose telephone number is 239/992-0086.

ARTICLE 1 SCOPE OF SERVICES

A. Provider will provide certain removal of invasive non-native melaleuca and Australian pine vegetation services to County on a continuing basis, as described in Exhibit A, "Scope of Services," attached to this Agreement and incorporated herein, and as assigned by County during the term of this Agreement.

B. Provider has represented to County that it has special expertise in the type of services that will be provided under the Scope of Services. Provider agrees that all services provided by Provider under this Agreement will be subject to County's review and approval, and be performed according to the normal and customary standards of professional practice for firms with special expertise in the type of services required by this Agreement, and in compliance with all laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies regulating or having jurisdiction over those services. If Provider becomes aware of any conflicts in these requirements, Provider must notify County of such conflict and utilize its best professional judgment to resolve the conflict.

ARTICLE 2 TERM OF THE AGREEMENT

The term of this Agreement will remain ongoing until Parks and Rec determines the service is no longer necessary.

ARTICLE 3 PROVIDER'S RESPONSIBILITIES

Provider, at its expense, will:

A. Furnish any and all materials associated with performance of the services described herein.

B. Obtain and maintain throughout the term of this Agreement all licenses required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, all licenses required by any governmental agency responsible for regulating and licensing the contract services provided by Provider under this Agreement.

C. Agree that when services provided under this Agreement relate to a professional service, which, under Florida Statutes, requires a license, certificate of operation, or other form of legal entitlement to practice such service, Provider will employ and/or retain only qualified personnel to provide such service.

D. Comply with the insurance provisions set forth in Article 7.

E. Compliance with the provisions of the Florida public records law, as required under Florida Statutes Section 287.058, with respect to any documents, papers, letters or written other material made or received by the Provider in conjunction with this agreement.

ARTICLE 4 **COMPENSATION**

Provider agrees to perform the services described above in exchange for the right to recycle the biomass material (melaleuca and Australian pine trees) into mulch.

Provider understands and agrees no monetary compensation will be received from the County for the exotic removal services provided under this agreement.

ARTICLE 5 **INDEMNIFICATION**

Provider agrees to indemnify and hold harmless County and its agents and employees, from and against all claims, damages, losses and expenses arising out of or resulting from the performance of Provider's services hereunder whether or not any such claim, damage, loss or expense is caused in whole or in part by any negligent act or omission or willful act of Provider, or anyone for whose acts it may be liable, and regardless of whether or not it is caused in part by a party indemnified hereunder.

ARTICLE 6 **TERMINATION**

Provider will be considered in material default of this Agreement and such default will be considered cause for County to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under any Task Authorization; or (b) failure to properly and timely perform the services as directed by County as provided for in the Agreement; or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by Provider; or (d) failure to obey laws, ordinances, regulations or other codes of conduct; or (e) failure to perform or abide by

the terms or spirit of this Agreement; or, (f) for any other just cause. County may so terminate this Agreement, in whole or in part, by giving Provider seven (7) calendar days written notice at the address identified above.

ARTICLE 7 **INSURANCE**

Insurance requirements are as listed in the specification.

ARTICLE 8 **NOTICE REGARDING PUBLIC ENTITY CRIMES**

A. Section 287.133(2) (a), Florida Statutes, prohibits a person or affiliate who has been placed on the convicted vendor list maintained by the Florida Department of Management Services following a conviction for a public entity crime from:

1. Contracting to provide goods or services to a public entity.
2. Submitting a bid on a contract for construction or repair of a public building or public work.
3. Submitting bids on leases of real property to a public entity.

The prohibitions listed above apply for a period of thirty-six (36) months from the date a person or an affiliate is placed on the convicted vendor list.

B. Provider, by signing this Agreement, confirms that Provider is not included on the Florida Department of Management Services list of convicted vendors and has not been on this list within the past 36 months.

ARTICLE 9 **COUNTY'S REPRESENTATIVE**

The County's representative for administration of this Contract is:

Cathy Olson
Parks and Recreation Senior Supervisor
3410 Palm Beach Boulevard
Fort Myers, FL 33916
Phone: (239) 533-7455

ARTICLE 10 **INDEPENDENT CONTRACTOR RELATIONSHIP**

The Provider is, and will be, in the performance of all services and activities under this Agreement, an Independent Contractor and not an employee, agent, official

or servant of the County. As such, neither the Provider nor any employees, agents, officials, servants or subcontractors of the Provider are eligible for any benefits afforded employees or officials of the County. The Provider must exercise control over the means and manner in which the Provider, and the Provider's employees and subcontractors perform the work that is set forth in this Agreement. This Provider does not have the power or authority to bind in any manner whatsoever, the County in any promise, agreement or representation, other than as specifically provided for in this Agreement.

This Agreement may not be deemed or construed to create any agency relationship, partnership, association or joint venture between County and the provider.

ARTICLE 11 **SEVERABILITY**

If any word, phrase, sentence, part, subsection, section or other portion of this Agreement, or any application thereof, to any person, or circumstance is declared void, unconstitutional, or invalid for any reason, then such word, phrase, sentence, part, subsection, or other portion, or the proscribed application thereof, will be severable, and the remaining portions of this Agreement not having been declared void, unconstitutional, or invalid will remain in full force and effect.

ARTICLE 12 **ENTIRETY OF AGREEMENT**

This Agreement contains the entire understanding of the parties. There are no further agreements, written or oral, between the parties relating this subject. The Agreement may be amended only by an instrument of equal formality signed by each party.

ARTICLE 13 **APPLICABLE LAW**

This Agreement will be governed by the laws, rules, and regulations of the State of Florida. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought either in the Florida state courts in Lee County, Florida, or in the United States Federal District Court for the Middle District of Florida, Fort Myers Division. The prevailing party in any such suit or action will be entitled to recover from the other party their reasonable attorneys' fees and court costs.

ARTICLE 14

IN WITNESS WHEREOF, the parties have executed this Agreement effective the day and year first written above.

ATTEST:

CLERK OF CIRCUIT COURT
Charlie Green, Clerk

COUNTY: LEE COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: [Signature]

APPROVED AS TO FORM

By: _____
County Attorney's Office

Name: Jeff A. Adair

By: Jeffrey A. Adair

Title: President

STATE OF FLORIDA) ss:
COUNTY OF)

The foregoing instrument was acknowledged before me this 24th day of January, 2012, by Jeffrey Adair, an individual, who is personally known to me or has produced FLDL*4360-421-59-2440 as identification and did (did not) take an oath.

[Signature] Notary Public

Anne Burn
(Print Name)

My commission expires:

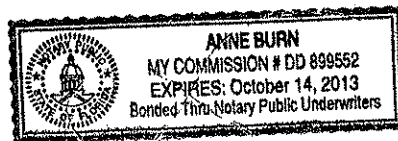


Exhibit "A"

"Scope of Work"

1. Remove melaleuca and Australian pine vegetation only from designated preserves.
2. Exercise due care against starting and spreading fires during the cutting operations.
3. All utility lines, ditches, driveways, culverts, fences and other trees located within or immediately outside the exterior boundaries of the project area must be protected from damage by logging/harvesting operations. Provider and any of provider's subcontractors agrees to assume full responsibility and to be liable for damages to persons or property incurred in or resulting from the harvesting of this exotic timber, and any damages must be repaired immediately by and at the expense of Provider.
4. Lee County staff and a company representative must agree upon the location of all loading ramps. Loading of log/mulch trucks is not permitted on paved or graded roads.
5. Care should be given to avoid damaging larger native vegetation, to avoid creating deeply rutted trails and to avoid driving through isolated wetlands.
6. Logging area, particularly around loading ramps, must be kept free from any litter, such as oil cans, drums, paper and other refuse on a daily basis. County staff understands that there will be some vegetative debris/slash remaining from this exotic plant removal operation. Slash must be removed from site, mulched in place, or scattered throughout the uplands of the site and not left in a debris pile, unless agreed to in writing between the Provider and the land stewardship coordinator.