



LEE COUNTY
SOUTHWEST FLORIDA
BOARD OF COUNTY COMMISSIONERS

John E. Manning
District One

Cecil L. Pendergrass
District Two

Larry Kiker
District Three

Brian Hamman
District Four

Frank Mann
District Five

Roger Desjarlais
County Manager

Richard Wesch
County Attorney

Donna Marie Collins
County Hearing
Examiner

(239) 533-5450

April 2, 2014

Mr. Jeff Clark
EarthBalance
2579 North Toledo Blade Boulevard
North Port, FL 34289

**SUBJECT: RFQ140024 NUISANCE VEGETATION AND DEBRIS REMOVAL
FROM CREEKS AND WATERWAYS IN LEE COUNTY, FL**

ENCLOSURE (1): Executed Copy of Service Provider Agreement
ENCLOSURE (2): Professional Services Invoice Statement

Dear Mr. Clark:

Enclosed is your executed copy of the Service Provider Agreement for the project known as "Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL".

The Contract No. is 6760 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

SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 18th day of March, 2014, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and EarthBalance Corporation, hereinafter referred to as the "PROVIDER".

WITNESSETH

WHEREAS, the COUNTY desires to obtain the services of said PROVIDER as further described herein referred to as **RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL**, and,

WHEREAS, the PROVIDER hereby certifies that it has been granted and possesses valid, current licenses to do business in the State of Florida and in Lee County, Florida, issued by the respective State Board and Government Agencies responsible for regulating and licensing the services to be provided and performed by the PROVIDER pursuant to this Agreement; and,

WHEREAS, the PROVIDER has reviewed the services required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with the provisions, conditions and terms hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing, and the terms and provisions as contained herein, the parties agree that a Contract shall exist between them consisting of the following:

ARTICLE 1.0 - SCOPE OF SERVICES

PROVIDER hereby agrees to provide and perform the Services required and necessary to complete the services and work as set forth in EXHIBIT "A", dated March 18, 2014, entitled "SCOPE OF SERVICES", which is attached hereto and made a part of this Agreement.

ARTICLE 2.0 - DEFINITIONS

2.1 COUNTY shall mean the Board of County Commissioners of Lee County, a political subdivision of the State of Florida, and all officials and employees.

2.2 PROVIDER shall mean the individual, firm or entity offering services which, by execution of this Agreement, shall be legally obligated, responsible, and liable for providing and performing any and all of the services, work and materials, including services and/or the work of subcontractors, required under the covenants, terms and provisions contained in this Agreement.

2.3 SERVICES shall mean all services, work, materials, and all related professional, technical and administrative activities that are necessary to perform and complete the services required pursuant to the terms and provisions of this Agreement.

2.4 ADDITIONAL SERVICES shall mean any additional services that the COUNTY may request and authorize, in writing, which are not included in the Scope of Services as set forth in Article 1.0 above.

2.5 CHANGE ORDER shall mean a written document executed by both parties to this Agreement setting forth such changes to the Scope of Services as may be requested and authorized in writing by the COUNTY.

2.6 SUPPLEMENTAL TASK AUTHORIZATION as used refers to a written document executed by both parties to an existing Professional Service Agreement, or Service Provider Agreement, setting forth and authorizing a limited number of Professional Services, tasks, or work. Such Supplemental Task Authorizations are consistent with and have previously been included within the scope of services in the initial Professional Services Agreement, or Service Provider Agreement, for which authorization has not been previously given or budgeted.

ARTICLE 3.0 - OBLIGATIONS OF THE PROVIDER

The obligations of the PROVIDER with respect to all the Basic Services and Additional Services authorized pursuant to this Agreement shall include, but not be limited to the following:

3.1 LICENSES. The PROVIDER agrees to obtain and maintain throughout the terms of this Contract all such licenses as are required to do business in the State of Florida and in Lee County, Florida, including, but not limited to, licenses required by the respective State Boards and other governmental agencies responsible for regulating and licensing the services provided and performed by the PROVIDER.

3.2 QUALIFIED PERSONNEL. The PROVIDER agrees that when the services to be provided and performed relate to a professional service(s) which, under Florida Statutes, requires a license, certificate of authorization, or other form of legal entitlement to practice such services, to employ and/or retain only qualified personnel to be in charge of all Basic Services and Additional Services to be provided pursuant to this Agreement.

3.3 STANDARDS OF PROFESSIONAL SERVICE. The PROVIDER agrees to provide and perform all services pursuant to this Agreement in accordance with generally accepted standards of professional practice and, in accordance with the laws, statutes, ordinances, codes, rules, regulations and requirements of governmental agencies which regulate or have jurisdiction over the services to be provided and/or performed by the PROVIDER.

3.4 CORRECTION OF ERRORS, OMISSIONS OR OTHER DEFICIENCIES

(1) Responsibility to Correct. The PROVIDER agrees to be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, work and materials performed, provided, and/or furnished by PROVIDER. The PROVIDER shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in such data, studies and other services, work and materials resulting from the negligent act, errors or omissions or intentional misconduct of PROVIDER.

(2) County's Approval Shall Not Relieve Provider of Responsibility. Neither review, approval, or acceptance by COUNTY of data, studies, reports, memoranda, and incidental professional services, work and materials furnished hereunder by the PROVIDER, shall in any way relieve PROVIDER of responsibility for the adequacy, completeness and accuracy of its services, work and materials. Neither the COUNTY'S review, approval or acceptance of, nor payment for, any part of the PROVIDER'S services, work and materials shall be construed to operate as a waiver of any of the COUNTY'S rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

3.5 LIABILITY - PROVIDER TO HOLD COUNTY HARMLESS.

The PROVIDER shall be liable and agrees to be liable for, and shall indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses including court costs, expert witness and professional consultation services, and attorneys' fees arising out of the PROVIDER'S errors, omissions, and/or negligence. The PROVIDER shall not be liable to, nor be required to indemnify the COUNTY for any portions of damages arising out of any error, omission, and/or negligence of the COUNTY, its employees, agents, or representatives.

3.6 NOT TO DIVULGE CERTAIN INFORMATION. PROVIDER agrees, during the term of this Agreement, not to divulge, furnish or make available to any third person, firm, or organization, without the COUNTY'S prior written consent, or unless incident to the proper performance of PROVIDER'S obligations hereunder, or as provided for or required by law, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed; any non-public information concerning the services to be rendered by PROVIDER, AND PROVIDER shall require all of its employees and subcontractor(s) to comply with the provisions of this paragraph.

3.7 RESPONSIBILITY FOR ESTIMATES. In the event the services required pursuant to this Agreement include the PROVIDER preparing and submitting to the COUNTY any cost estimates, the PROVIDER, by exercise of his experience and judgement shall develop its best cost estimates and shall be held accountable, responsible and liable for the accuracy, completeness, and correctness of any and all such cost estimates to the extent provided hereafter.

3.8 ADDITIONAL SERVICES. Should the COUNTY request the PROVIDER to provide and perform professional services under this contract which are not set forth in EXHIBIT "A", the PROVIDER agrees to provide and perform such ADDITIONAL SERVICES as may be agreed to in writing by both parties to this Agreement.

ADDITIONAL SERVICES shall be administered and executed as "CHANGE ORDERS" or "SUPPLEMENTAL TASK AUTHORIZATIONS" under the Agreement. The Provider shall not provide or perform, nor shall the COUNTY incur or accept any obligation to compensate the PROVIDER for any ADDITIONAL SERVICES, unless a written CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall be executed by the parties.

Each such CHANGE ORDER or SUPPLEMENTAL TASK AUTHORIZATION shall set forth a description of (1) the Scope of the ADDITIONAL SERVICES requested; (2) the basis of compensation; and (3) the period of time and/or schedule for performing and completing the ADDITIONAL SERVICES.

ARTICLE 4.0 - COMPENSATION AND METHOD OF PAYMENT

4.1 BASIC SERVICES. The COUNTY shall pay the PROVIDER for all requested and authorized basic services rendered hereunder by the PROVIDER and completed in accordance with the requirements, provisions, and/or terms of this Agreement as set forth in EXHIBIT "B" dated March 18, 2014, which is attached hereto and made a part of this Agreement.

4.2 ADDITIONAL SERVICES. The COUNTY shall pay the PROVIDER for all ADDITIONAL SERVICES as have been requested and authorized by the COUNTY and agreed to in writing by both parties to this Agreement, and according to the terms for compensation and payment of said ADDITIONAL SERVICES as set forth in EXHIBIT "B".

4.3 METHOD OF PAYMENT.

(1) MONTHLY STATEMENTS.

The PROVIDER shall be entitled to submit not more than one invoice statement to the COUNTY each calendar month covering services rendered and completed during the preceding calendar month. The PROVIDER'S invoice statement(s) shall be itemized to correspond to the basis of compensation as set forth in the Agreement or CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S). The PROVIDER'S invoice statements shall contain a breakdown of charges, description of service(s) and work provided and/or performed, and, where appropriate, supportive documentation of charges consistent with the basis of compensation set forth in the Agreement or in CHANGE ORDER(S) or SUPPLEMENTAL TASK AUTHORIZATION(S).

(2) PAYMENT SCHEDULE.

The COUNTY shall issue payment to the PROVIDER within thirty (30) calendar days after receipt of an invoice statement from the PROVIDER in an acceptable form and containing the requested breakdown and detailed description and documentation of charges. Should the COUNTY object or take exception to the amount of any PROVIDER'S invoice statement, the COUNTY shall notify the PROVIDER of such objection or exception with the thirty (30) calendar day payment period set forth hereinbefore. If such objection or exception remains unresolved at the end of said thirty (30) calendar day period, the COUNTY shall withhold the disputed amount and make payment to the PROVIDER of the amount not in dispute. Payment of any disputed amount will be resolved by the mutual agreement of the parties to this Agreement.

4.4 PAYMENT WHEN SERVICES ARE TERMINATED AT THE CONVENIENCE OF THE COUNTY. In the event of termination of this Agreement at the convenience of the COUNTY, the COUNTY shall compensate the PROVIDER for: (1) all services performed prior to the effective date of termination; (2) reimbursable expenses then due; and (3) reasonable expenses incurred by the PROVIDER in affecting the termination of services and work, and incurred by the submittal to the COUNTY of any documents.

4.5 PAYMENT WHEN SERVICES ARE SUSPENDED. In the event the COUNTY suspends the PROVIDER'S services or work on all or part of the services required by this Agreement, the COUNTY shall compensate the PROVIDER for all services performed prior to the effective date of suspension and reimbursable expenses then due and any reasonable expenses incurred or associated with, or as a result of such suspension.

4.6 NON-ENTITLEMENT TO ANTICIPATED FEES IN THE EVENT OF SERVICE TERMINATION, SUSPENSION, ELIMINATION, CANCELLATION AND/OR DECREASE IN SCOPE OF SERVICES. In the event the services required pursuant to this Agreement are terminated, eliminated, cancelled, or decreased due to: (1) termination; (2) suspension in whole or in part; and (3) and/or are modified by the subsequent issuance of CHANGE ORDER(S), the PROVIDER shall not be entitled to receive compensation for anticipated professional fees, profit, general and administrative overhead expenses or for any other anticipated income or expense which may be associated with the services which are terminated, suspended, eliminated, cancelled or decreased.

ARTICLE 5.0 - TIME AND SCHEDULE OF PERFORMANCE

5.01 NOTICE TO PROCEED. Following the execution of this Agreement by both parties, and after the PROVIDER has complied with the insurance requirements set forth hereinafter, the COUNTY shall issue the PROVIDER a WRITTEN NOTICE TO PROCEED. Following the issuance of such NOTICE TO PROCEED the PROVIDER shall be authorized to commence work and the PROVIDER thereafter shall commence work promptly and shall carry on all such services and work as may be required in a timely and diligent manner to completion.

5.02 TIME OF PERFORMANCE. The PROVIDER agrees to complete the services required pursuant to this Agreement within the time period(s) for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", dated March 18, 2014, entitled "SCHEDULE OF PERFORMANCE", which EXHIBIT "C" is attached hereto and made a part of this Agreement.

Should the PROVIDER be obstructed or delayed in the prosecution or completion of its obligations under this Agreement as a result of causes beyond the control of the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), and not due to their fault or neglect, the PROVIDER shall notify the COUNTY, in writing, within five (5) calendar days after the commencement of such delay, stating the cause(s) thereof and requesting an extension of the PROVIDER'S time of performance. Upon receipt of the PROVIDER'S request for an extension of time, the COUNTY shall grant the extension if the COUNTY determines the delay(s) encountered by the PROVIDER, or its sub-consultant(s) and/or subcontractor(s), is due to unforeseen causes and not attributable to their fault or neglect.

5.03 PROVIDER WORK SCHEDULE. The PROVIDER shall be required as a condition of this Agreement to prepare and submit to the COUNTY, on a monthly basis, commencing with the issuance of the NOTICE TO PROCEED, a PROVIDER'S WORK SCHEDULE. The WORK SCHEDULE shall set forth the time and manpower scheduled for all of the various phases and/or tasks required to provide, perform and complete all of the services and work required for completion of the various phases and/or tasks of the project services set forth and described in this Agreement, as set forth in EXHIBIT "C", pursuant to this Agreement in such a manner that the PROVIDER'S planned and actual work progress can be readily determined. The PROVIDER'S WORK SCHEDULE of planned and actual work progress shall be updated and submitted by the PROVIDER to the COUNTY on a monthly basis.

5.04 FAILURE TO PERFORM IN A TIMELY MANNER. Should the PROVIDER fail to commence, provide, perform, and/or complete any of the services and work required pursuant to this Agreement in a timely and diligent manner, the COUNTY may consider such failure as justifiable cause to terminate this Agreement. As an alternative to termination, the COUNTY at its option may, upon written notice to the PROVIDER, withhold any or all payments due and owing to the PROVIDER, not to exceed the amount of the compensation for the work in dispute, until such time as the PROVIDER resumes performance of his obligations in such a manner as to get back on schedule in accordance with the time and schedule of performance requirements as set forth in this Agreement.

ARTICLE 6.0 - SECURING AGREEMENT

The PROVIDER warrants that the PROVIDER has not employed or retained any company or person other than a bona fide employee working solely for the PROVIDER to solicit or secure this Agreement and that the PROVIDER has not paid or agreed to pay any person, company, corporation or firm other than a bona fide employee working solely for the PROVIDER any commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 7.0 - ASSIGNMENT, TRANSFER AND SUBCONTRACTS

The PROVIDER shall not assign or transfer any of its rights, benefits or obligations hereunder, except for transfers that result from: (1) the merger or consolidation of PROVIDER with a third party; or (2) the disestablishment of the PROVIDER'S professional practice and the establishment of the successor PROVIDER. Nor shall the PROVIDER subcontract any of its service obligations hereunder to third parties without prior written approval of the COUNTY. The PROVIDER shall have the right, subject to the COUNTY'S prior written approval, to employ other persons and/or firms to serve as subcontractors to PROVIDER in connection with the PROVIDER performing services and work pursuant to the requirements of this Agreement.

In providing and performing the services and work required pursuant to this Agreement, PROVIDER intends to engage the assistance of subcontractor(s) as set forth in EXHIBIT "D", dated 2003, entitled "PROVIDER'S ASSOCIATED SUBCONTRACTORS", which EXHIBIT "D" is attached hereto and made a part of this Agreement.

ARTICLE 8.0 - APPLICABLE LAW

This Agreement shall be governed by the laws, rules and regulations of the State of Florida, or the laws, rules and regulations of the United States when providing services funded by the United States government.

ARTICLE 9.0 - NON-DISCRIMINATION

The PROVIDER for itself, its successors in interest, and assigns, as part of the consideration thereof, does hereby covenant and agree that in the furnishing of services to the COUNTY hereunder, no person on the grounds of race, color, national origin, handicap, or sex shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination. Should PROVIDER authorize another person, with the COUNTY'S prior written consent, to provide services to the COUNTY hereunder, PROVIDER shall obtain from such person a written agreement pursuant to which such person shall, with respect to the services which he is authorized to provide, undertake for himself the obligations contained in this Section.

ARTICLE 10.0 - INSURANCE

10.1 INSURANCE COVERAGE TO BE OBTAINED

(1) The PROVIDER shall obtain and maintain such insurance or self-insurance as will protect him from: (1) claims under Workers' Compensation laws, Disability Benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of his employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss or use resulting therefrom, any or all of which claims may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of this Agreement, whether such services, work and operations be by the PROVIDER, its employees, or by any sub-consultant(s), subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

(2) The insurance protection set forth hereinabove shall be obtained for not less than the limits of

liability specified hereinafter, or as required by law, whichever is greater.

(3) The PROVIDER shall require, and shall be responsible for insuring, throughout the time that this Agreement is in effect, that any and all of its subcontractors obtains and maintains until the completion of that subcontractor's work, such of the insurance coverage's described herein and as are required by law to be provided on behalf of their employees and others.

(4) The PROVIDER shall obtain, have and maintain during the entire period of this Agreement all such insurance or a self-insurance program as set forth and required herein.

10.2 PROVIDER REQUIRED TO FILE INSURANCE CERTIFICATE(S)

(1) The PROVIDER, within fourteen (14) calendar days from receipt of the COUNTY'S written Notice of Award, shall submit to the COUNTY all such insurance certificates or self-insurance program documentation as are required under this Agreement. Failure of the PROVIDER to submit such certificates and documents within the required time shall be considered cause for the COUNTY to find the PROVIDER in default and terminate the contract. Before the PROVIDER shall commence any service or work pursuant to the requirements of this Agreement, the PROVIDER shall obtain and maintain insurance coverage's of the types and to the limits specified hereinafter, and the PROVIDER shall file with the COUNTY certificates of all such insurance coverage's.

(2) All such insurance certificates shall be in a form and underwritten by an insurance company(s) acceptable to the COUNTY and licensed in the State of Florida.

(3) Each Certificate of Insurance or self-insurance program documentation shall be submitted to the COUNTY in triplicate.

(4) Each Certificate of Insurance shall include the following:

(A) The name and type of policy and coverage's provided;

(B) The amount or limit applicable to each coverage provided;

(C) The date of expiration of coverage.

(D) The designation of the Lee County Board of County Commissioners both as an additional insured and as a certificate holder. (This requirement is excepted for Professional Liability Insurance and for Workers' Compensation Insurance); and

ARTICLE 11.0 - INSURANCE COVERAGES REQUIRED

The CONSULTANT shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

(1) 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:

\$100,000 per accident
\$100,000 disease limit
\$500,000 disease – policy limit

(2) COMMERCIAL GENERAL LIABILITY

Coverage must be afforded on a form no more restrictive than the last edition of the Commercial General Liability Policy filed by the Insurance Services Office. Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$500,000 per occurrence
\$1,000,000 general aggregate
\$500,000 products and completed operations
\$500,000 personal and advertising injury

Coverage must include the following:

- (A) Contractual coverage applicable to this specific Agreement including any hold harmless and/or such indemnification agreement.

(3) BUSINESS AUTOMOBILE LIABILITY

Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy filed by the Insurance Services Office and must include the following:

- (A) Minimum limits of \$500,000.00 combined single limit (CSL).
- (B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

(4) ERRORS AND OMISSIONS

Coverage shall include professional liability insurance, to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

Coverage must include the following:

- (A) \$1,000,000 combined single limit (CSL) of BI and PD
- (B) Such additional requirements as are set forth in Articles 13.01 and 13.02 hereinabove.
- (C) Should the Professional Liability Insurance Policy issued pursuant to the above requirements and limits be written so as to provide an applicable deductible amount, or other exclusion or limitation as to the amount of coverage to be provided within the minimum coverage limits set forth above, the COUNTY shall hold the CONSULTANT responsible and liable for any

such difference in the amount of coverage provided by the insurance policy. In the event of any such deductible amount, exclusion or limitation, the CONSULTANT shall be required to provide written documentation that is acceptable to the COUNTY establishing that the CONSULTANT has the financial resources readily available to cover damages, injuries and/or losses which are not covered by the policy's deductible amounts, exclusions and/or limitations as stated above.

*The required minimum limit of liability shown in (2) Commercial General Liability and (3) Business Automobile Liability, 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."

ARTICLE 12.0 - DUTIES AND OBLIGATIONS IMPOSED ON THE PROVIDER

The duties and obligations imposed upon the PROVIDER by this Agreement and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any otherwise imposed or available by law or statute.

ARTICLE 13.0 - OWNERSHIP AND TRANSFER OF DOCUMENTS

All documents such as payment records, notes, computer files, evaluations, reports and other records and data relating to the services specifically prepared or developed by the PROVIDER under this Agreement shall be the property of the PROVIDER until the PROVIDER has been paid for performing the services and work required to produce such documents.

Upon completion or termination of this Agreement, all of the above documents to the extent requested by the COUNTY shall be delivered to the COUNTY or to any subsequent PROVIDER within thirty (30) calendar days.

The PROVIDER, at its expense, may make and retain copies of all documents delivered to the COUNTY for reference and internal use.

ARTICLE 14.0 - MAINTENANCE OF RECORDS

The PROVIDER will keep and maintain adequate records and supporting documentation applicable to all of the services, work, information, expense, costs, invoices and materials provided and performed pursuant to the requirements of this Agreement. Said records and documentation will be retained by the PROVIDER for a minimum of five (5) years from the date of termination of this Agreement, or for such period as required by law.

The COUNTY and its authorized agents shall, with reasonable prior notice, have the right to audit, inspect and copy all such records and documentation as often as the COUNTY deems necessary during the period of this Agreement, and during the period as set forth in the paragraph above; provided, however, such activity shall be conducted only during normal business hours of the PROVIDER and at the expense of the COUNTY.

ARTICLE 15.0 - HEADINGS

The headings of the Articles, Sections, Exhibits, and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions contained in such Articles, Section, Exhibits and Attachments.

ARTICLE 16.0 - ENTIRE AGREEMENT

This Agreement, including the referenced Exhibits and Attachments hereto, constitutes the entire Agreement between the parties hereto.

The following listed documents, which are referred to hereinbefore, are attached to and are acknowledged, understood and agreed to be an integral part of this Agreement:

- (1) EXHIBIT "A" entitled "Scope of Professional Services" dated March 18, 2014.
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment" dated March 18, 2014.
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance" dated March 18, 2014.
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)", dated March 18, 2014.
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria", dated March 18, 2014.
- (6) EXHIBIT "F" entitled "Amendment to Articles", dated March 18, 2014.
- (7) EXHIBIT "G" entitled "Insurance". (Containing copies of applicable Certificates of Insurance)

ARTICLE 17.0 - NOTICES AND ADDRESS

17.1NOTICES BY PROVIDER TO COUNTY All notices required and/or made pursuant to this Agreement to be given to the PROVIDER to the COUNTY shall be in writing and shall be given by the United States Postal Service to the following COUNTY address of record:

Lee County Board of County Commissioners
PO Box 398
Ft Myers FL 33902-0398
Attention: Natural Resources

17.2NOTICES BY AUTHORITY TO PROVIDER All notices required and/or made pursuant to this Agreement to be given by the COUNTY to the PROVIDER shall be made in writing and shall be given by the United States Postal Service to the following PROVIDER'S address of record:

EarthBalance Corporation
2579 North Toledo Blade Boulevard
North Port, FL 34289
Phone/Fax: 941.426.7878/941.426.8778
Attention: ~~Karen F. Burnett~~ Jeff Clark
Email : ~~kburnett@earthbalance.com~~ jclark@earthbalance.com

17.3 CHANGE OF ADDRESS. Either party may change its address by written notice to the other party given in accordance with the requirements of this Article.

ARTICLE 18.0 - TERMINATION

This Agreement may be terminated by the COUNTY at its convenience, or due to the fault of the PROVIDER, by giving thirty (30) calendar days written notice to the PROVIDER. If the PROVIDER is adjudged bankrupt or insolvent; if it makes a general assignment for the benefit of its creditors; if a trustee or receiver is appointed for the PROVIDER or for any of its property; or if it files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; or if it disregards the authority of the COUNTY'S designated representatives; or if it otherwise violates any provisions of this Agreement; or for any other just cause, the COUNTY may, without prejudice to any other right or remedy, and after giving the PROVIDER written notice, terminate this Agreement.

ARTICLE 19.0 - MODIFICATIONS

Modifications to the terms and provisions of this Agreement shall only be valid when issued in writing as a properly executed Supplemental Task Authorization(s) or CHANGE ORDER(S). In the event of any conflicts between the requirements, provisions, and/or terms of this Agreement and any written Supplemental Task Authorization(s) or CHANGE ORDER(S) shall take precedence.

ARTICLE 20.00 – SEVERABILITY

If any word, phrase, sentence, part, subsection, 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, other portion, or the proscribed application thereof, shall be severable, and the remaining portions of this Agreement, and all applications thereof, not having been declared void, unconstitutional, or invalid, shall remain in full force, and effect.

ARTICLE 21.00 – VENUE

Venue for any administrative and/or legal action arising under this Agreement shall be in Lee County, Florida.

ARTICLE 22.00 – NO THIRD PARTY BENEFICIARIES

Both parties explicitly agree, and this Agreement states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 23.0 - ACCEPTANCE

Acceptance of this Agreement shall be indicated by the signature of the duly authorized representative of the parties in the space provided.

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

ATTEST:

COUNTY: LEE COUNTY, FLORIDA

CLERK OF CIRCUIT COURT
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Marcia Wilson
Deputy Clerk

BY: [Signature]
Chair

DATE: 3/18/14



APPROVED AS TO FORM

BY: [Signature]
County Attorney's Office

ATTEST:

EarthBalance

Firm

Brenda Horan
(Witness)

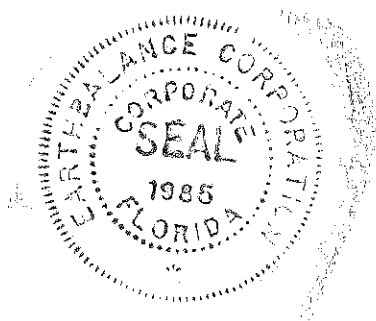
BY: [Signature]
(Authorized Signature)

[Signature]
(Witness)

Wade R. Waltmyer, President
(Printed Name & Title)

DATE: March 18, 2014

CORPORATE SEAL:



SCOPE OF SERVICES

for RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL

BASIC SERVICES

Section 1. GENERAL SCOPE STATEMENT

The CONSULTANT shall provide and perform the following services, which shall constitute the GENERAL SCOPE of the BASIC SERVICES under the covenants, terms, and provisions of this SERVICE PROVIDER AGREEMENT.

Section 2. TASKS

Pursuant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONSULTANT shall perform all services and/or work necessary to complete the following task(s) and/or provide the following item(s) which are enumerated to correspond to the task(s) and/or items set forth in EXHIBIT "B" entitled "COMPENSATION AND METHOD OF PAYMENT".

SCOPE OF SERVICES

Lee County is seeking to establish a pool of qualified contractors to perform cleanup and maintenance projects on an as-needed basis within creeks and waterways in Lee County. The scope of work for these projects will be developed individually and may include one or more of the following tasks:

- Removal (manual and mechanical) of nuisance vegetation from designated portions of creeks or waterways. Nuisance vegetation includes invasive species listed as Category I & II by the Florida Exotic Pest Plant Council (FLEPPC) as well as other native and non-native species as determined by the County Project Manager for each individual project. Removal may include herbicidal treatment by or under the supervision of an applicator with the appropriate State of Florida certification.
- Removal of vegetative and non-vegetative debris if determined to be an impediment to flow, have an adverse impact on water quality, or be a hazard to navigation.
- Planting of native vegetation as needed to restore site conditions or comply with permit requirements.
- Minor grading or excavation.
- Other incidental tasks determined by the County Project Manager to be necessary to complete project.

The following general conditions will apply for all projects conducted under this contract unless modified by the County Project Manager.

1. The Contractor shall be solely responsible for determining the type and amount of equipment and labor necessary to complete the work in accordance with the scope of work and within the time limits established by the County Project Manager.
2. The Contractor shall be solely responsible for examining the area(s) identified on maps provided by the County Project Manager to arrive at an accurate cost determination for the work involved during the time period of the year for which the work will occur.

3. The Contractor shall be responsible for providing adequate notice (at least 24 hours) to the County Project Manager prior to beginning any works.
4. The Contractor shall be responsible for the proper disposal of all debris or vegetation collected or generated at the work site including trash items such as bottles, cans, etc. Non-vegetative debris must be disposed of at a Florida Department of Environmental Protection permitted facility. The contractor will be required to submit a vegetation disposal estimate form at invoicing.
5. The Contractor shall exercise care to avoid damage to adjacent wetland and native plants or 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 Contractor.
6. The Contractor shall implement Best Management Practices (BMP's) for erosion and turbidity control to prevent violations of state water quality and impacts to wetlands and surface waters. The Contractor shall maintain water quality as needed during the course of the project to include but not be limited to, the use of turbidity barriers and silt screens. In the event that the work causes a violation of the turbidity or water quality standards in Rule 62-302, F.A.C., the contractor shall cease all work contributing to the violation, and install more turbidity containment devices and repair any non-functioning turbidity containment devices. The Contractor should notify the County project manager of the violation within eight hours.
7. The Contractor shall be required to submit a site specific prescription for any works involving the use of herbicides. All herbicides shall be approved for use by the E.P.A. and shall be applied per the manufacturer's instructions on the label by or under the supervision of an applicator that has been certified by the Florida Dept. of Agricultural and Consumer Services to include a category certification in either Aquatic Pest Control or Natural Areas Weeds Management. The Contractor 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 contract.

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

For RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL

Section I. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONSULTANT for providing and performing the Task(s) set forth and enumerated in EXHIBIT "A", entitled "SCOPE OF PROFESSIONAL SERVICES", as follows:

NOTE: A Lump Sum (L.S.) or Not-to-Exceed (N.T.E.) amount of compensation to be paid the CONSULTANT should be established and set forth below for each task or sub-task described and authorized in Exhibit "A". In accordance with Agreement Article 5.02(2) "Method of Payment", tasks to be paid on a Work-in-Progress payment basis should be identified (WIPP).

Task Number	Task Title	Amount of Compensation	Indicate Basis of Compensation LS or NTE	If Applicable Indicate (W.I.P.P.)
TBD	TBD	TBD	TBD	TBD
TOTAL				

TOTAL
(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONSULTANT for such ADDITIONAL SERVICES as are requested and authorized in writing for such amounts or on such a basis as may be mutually agreed to in writing by both parties to this Agreement. The basis and/or amount of compensation to be paid the CONSULTANT for ADDITIONAL SERVICES requested and authorized in writing by the COUNTY shall be as set forth in Article 3.11 of this Agreement.

Should it be mutually agreed to base compensation for ADDITIONAL SERVICES on an hourly rate charge basis for each involved professional and technical employee's wage rate classification, the applicable hourly rates to be charged are as set forth and contained in ATTACHMENT NO. 1 hereto entitled "CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONSULTANT'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONSULTANT shall, in addition to such hourly rates as are set forth in Attachment No. 1 hereto, be entitled to reimbursement of out-of-pocket, non-personnel expenses and costs as set forth in ATTACHMENT NO. 2 hereto entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE ***

for RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL

CONSULTANT OR SUB-CONSULTANT NAME EarthBalance®
(A separate Attachment No. 1 should be included for each Sub-Consultant)

(1) Project Position or Classification (Function to be Performed)	(2) Current Direct* Payroll Average Hourly Rate	(3) Multiplier**	(4) Hourly Rate To Be Charged (Column 2x3)
Senior Principal	\$85.18	3.2	\$275.00
Principal	\$75.72	2.6	\$200.00
Vice President	\$58.05	3.0	\$175.00
Director of QA/QC	\$50.05	3.5	\$175.00
Senior Biologist III	\$66.88	2.3	\$155.00
Senior Biologist II	\$38.38	3.5	\$135.00
Senior Biologist I	\$33.65	3.4	\$115.00
Biologist III	\$27.14	3.7	\$100.00
Biologist II	\$25.71	3.5	\$90.00
Biologist I	\$22.86	3.5	\$80.00
Biological Technician	\$17.14	3.8	\$65.00
Operations Coordinator	\$25.97	3.3	\$85.00
Technical Assistant II	\$19.44	3.3	\$65.00
Technical Assistant I	\$14.75	3.7	\$55.00
Mitigation Bank Coordinator	\$32.69	2.9	\$95.00
Graphics Specialist III	\$30.00	3.5	\$105.00
Graphics Specialist II	\$27.14	3.5	\$95.00
Graphics Specialist I	\$20.80	3.6	\$75.00
ER Project Manager	\$37.97	3.0	\$115.00
Crew Manager	\$36.85	2.8	\$105.00
Assistant Project Manager	\$18.38	4.6	\$85.00
Crew Supervisor	\$19.23	3.9	\$75.00
Crew Leader/Driver	\$11.34	3.5	\$40.00
Crew Laborer	\$8.80	3.6	\$32.00

*NOTE: Direct Payroll hourly rate means the actual gross hourly wage paid.

**NOTE: Indicate applicable multiplier for indirect personnel costs, general administrative and overhead costs, and profit.

***NOTE: A separate personnel hourly rate schedule should also be attached for each Sub-Consultant listed in Exhibit "D".

ATTACHMENT NO. 2 TO EXHIBIT B

NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS

for RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL

CONSULTANT OR SUB-CONSULTANT NAME EarthBalance®

(A separate Attachment No. 2 should be included for each Sub-Consultant)

ITEM	BASIS OF CHARGE
Telephone (Long Distance)	Actual Cost
Postage and Shipping	Actual Cost
Commercial Air Travel	Actual Cost (Coach)
Vehicle Travel Allowance (or)	\$0.565/Mile
Vehicle Rental/Gas	Actual Cost
Lodging (Per Person)	Actual Cost or NTE \$100.00
Meals:	
	Breakfast
	Lunch
	Dinner
	\$ 9.00
	\$13.00
	\$24.00
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
8 1/2" x 14"	\$0.20/Page
11" x 14"	\$0.35/Page
Reproduction (Blue/White Prints)	\$0.20/Sq. Ft.
Printing/Binding	Actual Cost
Mylar Sheets	Actual Cost
Photographic Supplies & Services	Actual Cost
Tolls	Actual Cost
*List other specific project related reimbursables (i.e. film/developing):	
Expert Witness Testimony	150% of base
ATV (Full Day/Half Day)	\$100.00/\$50.00
Power Boat (Full Day/Half Day)	\$350.00/\$200.00
Air Boat (Full Day/Half Day)	\$250.00/\$150.00
John Boat/Canoe (Full Day/Half Day)	\$40.00/\$20.00
Skid Steer/Tractor and Operator	\$60.00/Hour
Survey Stakes	\$26.00/Bundle
Plots	\$5.00/Square foot
Other Supplies/Fuels Expenses/Rentals	Actual Cost
NOTE: Receipts or in-house logs are required for all non-personnel reimbursable expenses unless exempt (such as meals).	
Administrative Services Fee – Applicable only when specifically authorized by the County, for administering the procurement of special additional services, equipment, reimbursables etc. not covered under the costs and/or changes established in the Agreement.	

NOTE: N.T.E. indicates Not-To-Exceed
CMO:033
01/01/2010

EXHIBIT D

CONSULTANT'S ASSOCIATED SUB-CONSULTANT(S) AND SUBCONTRACTOR(S)

for RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL

CONSULTANT has identified the following Sub-Consultant(s) and/or SubContractor(s) which may be engaged to assist the CONSULTANT in providing and performing services and work on this Project:

(If none, enter the word "none" in the space below.)

Service and/or Work to be Provided or Performed	Name and Address of Individual or Firm	Disadvantaged, Minority or Women Business Enterprise. (If Yes, Indicate Type)			Sub-Consultant Services are Exempted from Prime Consultant's Insurance Coverage	
		Yes	No	Type	Yes	No
Environmental Consulting and Vegetation Maintenance and Restoration Services	EarthBalance® 2579 North Toledo Blade Boulevard North Port, Florida 34289		X		X	

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

for RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL

The COUNTY has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the CONSULTANT in performing the professional services and work to be provided pursuant to this Agreement:

(If none, enter the word "none" in the space below)

Item No. 1

AMENDMENT TO ARTICLES

For: RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL

For amending (i.e., changing, deleting from or adding to) the articles.

NOTE: Each Article to be amended should be set forth and described in such a manner as to clearly indicate what the proposed changes, deletions or additions are with respect to the present Article provisions, and should set forth the wording of the Article resulting from the Amendment. The following identification system should be followed: Indicate additional (new) words or phrases by inserting the words in the text and then underline, (i.e., Months) and indicated words or phrases in the text to be deleted by striking over (i.e. ~~Weeks~~).

THE PROVISIONS HEREBY SUPERCEDE ANY PROVISIONS TO THE CONTRARY CONTAINED ELSEWHERE IN THE ARTICLES OR EXHIBITS.

CMO:
09/25/01



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/12/2014

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 Wallace Welch & Willingham, Inc. 300 1st Ave. So., 5th Floor Saint Petersburg FL 33701	CONTACT NAME: Mickey Bell PHONE (A/C, No, Ext): 727-522-7777 E-MAIL ADDRESS: certificates@w3ins.com	FAX (A/C, No): 727-521-2902
	INSURER(S) AFFORDING COVERAGE	
INSURED EARTCOR-01 EarthBalance Corporation DBA Earth Balance South Shore Landscape LC 2579 N Toledo Blade Blvd North Port FL 34289	INSURER A: National Trust Ins. Co. NAIC # 20141	
	INSURER B: Bridgefield Employers Ins. Co. 10701	
	INSURER C: Admiral Insurance Company	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 1526782591

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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GL00107324	8/23/2013	8/23/2014	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COM/PROP AGG	\$2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CA00189813	8/23/2013	8/23/2014	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			UMB00112154	8/23/2013	8/23/2014	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
								\$
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	83037583	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$1,000,000
							E.L. DISEASE - POLICY LIMIT	\$1,000,000
A C	Equipment Floater Prof/Poll Liab			CM00058274 FEIECC1297100	8/23/2013 2/18/2014	8/23/2014 2/18/2015	Leased Equip	350,000
							Each Claim/Aggregate	2000000/2000000

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 Additional Insureds including Completed Operations with respect to General Liability if required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Lee County Board of Commissioners
 PO Box 398
 Ft 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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LEE COUNTY
 PROFESSIONAL SERVICE AGREEMENT/SERVICE PROVIDER AGREEMENT
 INVOICE STATEMENT

Date: _____

CN No.: _____ Contract No.: _____

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. ADDING 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. SUBTRACTING 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: SERVICE PROVIDER AGREEMENT

SUBJECT: Project known as: RFQ140024 Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, FL

between Lee County and EarthBalance Corporation (V#288954)

Reference: Department Director approval:
County Administrator approval:

Reference: Board action approving contract/agreement

March 18, 2014 Agenda Item No. 9

(2 Orig's)

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

2014 MAR 28 PM 2:24
RECEIVED BY
LEE CO. ATTORNEY

(1) By the Director of Routed by Procurement Management

Project Sponsoring Department

- Recommending execution
- Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____
Signed _____

(2) By Procurement Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received 3-24-14 Date returned/forwarded 3-27-14
Signed Diana Khan

(3) By the Risk Management
 Recommending execution
 Not recommending execution for the following reason(s)

Date received Mar 28, 14 Date returned/forwarded Mar 28, 14
Signed _____

(4) By the County Attorney
 Recommending execution
 Not recommending execution for the following reason(s)

Date received _____ Date returned/forwarded _____
Signed PL 3-28-14

(5) **BOARD**
(6) Clerks Office, Minutes Department 4-2-14 MW
(7) **PROCUREMENT MGMT.** Diana Khan

RECEIVED
MINUTES OFFICE
APR 1 MW
2014 MAR 28 AM 11:28

ACTION REQUESTED/PURPOSE:

A) Concur with the selection of Consultants by the Qualification Selection Committee for RFQ140024 NUISANCE VEGETATION AND DEBRIS REMOVAL FROM CREEKS AND WATERWAYS IN LEE COUNTY, FL, and authorize staff to negotiate on a project by project basis with the following ten firms for a contract period of three years commencing on March 17, 2014: Deangelo Brothers, Inc. dba Aquagenix; EarthBalance Corporation; Ecosystem Technologies, Inc.; Environmental Restoration Consultants, Inc.; Meitauer Environmental, Inc.; Sandhill Environmental Services, LLC; Thrasher Site Development, Inc.; TSI Disaster Recovery, LLC; Walker Exotic Tree Eradication & Mitigation LLC; and Woods and Wetlands, Inc. (7 out of the 10 firms are local). The anticipated annual amount of the contract is \$1,000,000.

B) Grant the Procurement Director, with County Administration, approval the authority to renew these agreements for 2 additional one-year periods, at the same terms and conditions, if doing so is in the best interest of Lee County.

C) Authorize Chair to execute agreements upon final negotiations.

FUNDING SOURCE:

Various. Funds will be available within specific project budgets. The following information reflects the projects which provide the majority of funding for this contract: Fund-Unincorporated Area MSTU; Program-Water Resources Projects; Projects-Filter Marsh and BMP Maintenance, Neighborhood Improvement Program, and Clean and Snag Program. Funding for these projects has been planned as part of the Major Maintenance Program and are available in the current year budget.

WHAT ACTION ACCOMPLISHES:

This item awards a three year contract, commencing March 17, 2014, to 10 professional service firms selected under the competitive solicitation process for Nuisance Vegetation and Debris Removal from Creeks and Waterways in Lee County, and grants County staff the authority to pursue contract negotiations. Approval will provide Lee County with 10 consultants that can provide professional vegetation and debris removal from creeks and waterways, on an as needed basis. Funds are budgeted in the current year budget. For general information the annual spend for these services are estimated at \$1,000,000.

MANAGEMENT RECOMMENDATION:

Departmental Category: Item #9		Meeting Date: 3/18/2014
Agenda:	Requirement/Purpose: (specify) <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	Request Initiated Commissioner: Department: NATURAL RESOURCES Division: No Divisions By: Roland Ottolini
Background: Statements of Qualifications were solicited on behalf of the Board of County Commissioners for NUISANCE VEGETATION AND DEBRIS REMOVAL FROM CREEKS AND WATERWAYS IN LEE COUNTY, FL. The deadline for receipt of the Statements of Qualifications was December 16, 2013. A total of 13 Statements of Qualifications were considered at the Qualifications Evaluation Committee meeting held on January 27, 2014. The		

11. Required Review:					
<i>Roland Ottolini</i>	<i>Robert Franceschini</i>	<i>Emma Wolf</i>	<i>Peter Winton</i>	<i>Dawn Perry-Lefnert</i>	<i>Doug Meurer</i>
NATURAL RESOURCES	Purchasing	Budget Analyst	Budget Services	County Attorney	Public Works Director
12. Commission Action:					

Qualifications Evaluation Committee consisted of the following staff members: Doug Meurer, Assistant County Manager, Voting Chair; Roland Ottolini, Director Natural Resources; Anura Karuna-Muni, Natural Resources; and, Wanda Wooten, Natural Resources. Based on the information submitted by the Consultants in their Statements of Qualifications, it was the consensus of the Committee to shortlist 10 firms for telephone interviews.

At the committee meeting points were presented and put on record by each committee member with respect to each submittal from all firms. Following the discussions, the consensus of the committee was to invite 10 of the 13 firms for a telephone interview. The chair entertained a motion to approve the 10 firms for a telephone interview and to delegate the authority to conduct these interviews to Procurement with the further authority to present the selection to the Board if no issues were found during the interview process.

Telephone interviews were conducted on February 3, 2014 with the "short list" firms, it was the consensus of the Committee to recommend to the Board the selection of the 10 firms and request Board approval for staff to commence contract negotiations with the 10 firms as follows: Deangelo Brothers, Inc. dba Aquagenix; EarthBalance Corporation; Ecosystem Technologies, Inc.; Environmental Restoration Consultants, Inc.; Mettauer Environmental, Inc.; Sandhill Environmental Services, LLC; Thrasher Site Development, Inc.; TSI Disaster Recovery, LLC; Walker Exotic Tree Eradication & Mitigation, LLC; and, Woods and Wetlands, Inc.

Per Section 6 of the Contracts Manual for annual-type master contracts, the Board can concur with the selection of consultants and authorize staff to negotiate on a project by project basis within the same blue sheet. This will eliminate the need for an additional blue sheet requesting Board approval of the Agreements.

Funds will be available in specific project budges as well as the following account numbers:
40313315500 – Filter Marsh and BMP Maintenance
40851415500 – Neighborhood Improvement Program
40855815500 – Clean and Snag Program

Attachment: (1) Sample Contract
(2) Shortlist meeting minutes dated January 27, 2014

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

EARTHBALANCE CORPORATION

Filing Information

Document Number	H84315
FEI/EIN Number	592612208
Date Filed	11/04/1985
State	FL
Status	ACTIVE
Effective Date	11/01/1985
Last Event	AMENDMENT
Event Date Filed	12/30/2013
Event Effective Date	NONE

Principal Address2579 N. TOLEDO BLADE BOULEVARD
NORTH PORT, FL 34289

Changed: 06/29/2009

Mailing AddressC/O JACK O. HACKETT II
99 NESBIT STREET
PUNTA GORDA, FL 33950

Changed: 04/16/2007

Registered Agent Name & AddressHACKETT, JACK O, II
99 NESBIT STREET
PUNTA GORDA, FL 33950

Name Changed: 04/29/2013

Address Changed: 04/09/2002

Officer/Director Detail**Name & Address**

Title VSD

KOCUR, CHARLES LJR

27320 EGRET PL.
PUNTA GORDA, FL 33983

Title CVPD

ROSS, DONALD H
2579 N. TOLEDO BLADE BOULEVARD
NORTH PORT, FL 34289

Title VPT

BURNETT, KAREN F
2579 N. TOLEDO BLADE BOULEVARD
NORTH PORT, FL 34289

Title VP

LAROQUE, SARAH J
2579 N. TOLEDO BLADE BOULEVARD
NORTH PORT, FL 34289

Title PD

WALTIMYER, WADE R
2579 N. TOLEDO BLADE BOULEVARD
NORTH PORT, FL 34289

Annual Reports

Report Year	Filed Date
2011	04/21/2011
2012	04/19/2012
2013	04/29/2013

Document Images

<u>12/30/2013 -- Amendment</u>	View image in PDF format
<u>04/29/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/19/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2011 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/28/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/27/2010 -- ANNUAL REPORT</u>	View image in PDF format
<u>06/29/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/15/2009 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/12/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/21/2008 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/16/2007 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/14/2007 -- Amendment</u>	View image in PDF format
<u>04/24/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>09/06/2005 -- ANNUAL REPORT</u>	View image in PDF format

05/10/2004 -- Off/Dir Resignation	View image in PDF format		
04/27/2004 -- Name Change	View image in PDF format		
04/16/2004 -- ANNUAL REPORT	View image in PDF format		
04/30/2003 -- ANNUAL REPORT	View image in PDF format		
Home Contact Us E-Filing Services Document Searches		Forms	Help
01/09/2003 -- Share Exchange	View image in PDF format		
01/03/2003 -- Amendment	View image in PDF format		
04/09/2002 -- ANNUAL REPORT	View image in PDF format		
04/28/2001 -- ANNUAL REPORT	View image in PDF format		
04/26/2000 -- ANNUAL REPORT	View image in PDF format		
04/16/1999 -- ANNUAL REPORT	View image in PDF format		
05/07/1998 -- ANNUAL REPORT	View image in PDF format		
02/14/1997 -- ANNUAL REPORT	View image in PDF format		
03/13/1996 -- ANNUAL REPORT	View image in PDF format		
<p>Copyright © and Privacy Policies State of Florida, Department of State</p>			