

## SERVICE PROVIDER AGREEMENT

This SERVICE PROVIDER AGREEMENT is made and entered into this 22 day of Sept, 20 14, between the Board of County Commissioners of LEE COUNTY, a political subdivision of the STATE OF FLORIDA hereinafter referred to as the "COUNTY", and TSI Disaster Recovery, LLC 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 **RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County** 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", 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", 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", 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", 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:

\$500,000 per accident

\$500,000 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:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 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 \$1,000,000.00 combined single limit (CSL).  
(B) Coverage shall include owned vehicles, hired and leased, or non-owned vehicles.

\*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".
- (2) EXHIBIT "B" entitled "Compensation and Method of Payment".
- (3) EXHIBIT "C" entitled "Time and Schedule of Performance".
- (4) EXHIBIT "D" entitled "Consultant's Associated Sub-Consultant(s) and SubContractor(s)".
- (5) EXHIBIT "E" entitled "Project Guidelines and Criteria".
- (6) EXHIBIT "F" entitled "Amendment to Articles".
- (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: Procurement Management

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:

Firm: TSI Disaster Recovery, LLC  
Address: 4130 Canoe Creek Rd.  
City, State, Zip: Saint Cloud, FL 34772  
Phone/Fax: 407-891-8005/407-891-9005  
Attention: Henry W. Elmore  
Email : [info@tsidisaster.com](mailto:info@tsidisaster.com)

17.3CHANGE 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

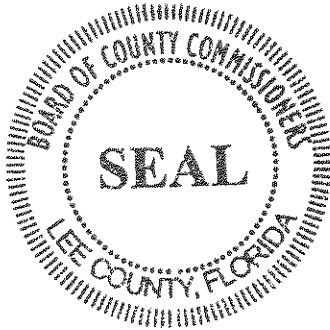
CLERK OF CIRCUIT COURT  
Linda Doggett, Clerk

BOARD OF COUNTY COMMISSIONERS

BY: Chris Lee  
DEPUTY CLERK

BY: Brian Hume  
VICE Chair

DATE: 08/05/2014



APPROVED as to Form for the Reliance of Lee County Only

BY: [Signature]  
County Attorney's Office

ATTEST:

TSE Disaster Recovery  
Firm

[Signature]  
(Witness)

BY: [Signature]  
(Authorized Signature)

Henry W Elmore, MGR  
(Printed Name & Title)

DATE: 9/11/2014

CORPORATE SEAL:

## EXHIBIT A

### SCOPE OF SERVICES

for RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

### 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.

For the removal of derelict and abandoned vessels in Lee County on an "as needed basis.

#### 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".

Specific Scope of Services:

##### A. Disposal/Removal

Bidders will refer to any attached Lee County Derelict and Abandoned Vessel reports/forms and/or Florida Fish and Wildlife Conservation Commission (FWC) Offense Incident Report(s) for specifics on the vessel(s) and location(s). Locations are best available information at the time bids are solicited, provided in decimal degree format. Contractor is responsible to verify vessel location prior to bidding. All existing pieces at and around the specified location of the abandoned vessel(s) (AV) or derelict vessel(s) (DV) must be removed. All debris associated with or related to the AV/DV(s) within a radius of 300' from the main body of the vessel(s) must be removed concurrently.

Dredging to remove vessel(s) or parts thereof is not permitted unless specifically allowed by County prior to solicitation of bids.

Contractor will be directed by the County to remove AV/DV's for disposal or for reefing as designated by the County in the bid solicitation.

##### 1. Removal for Disposal

Contractor is responsible for transportation of AV/DV's to the Lee County Solid Waste Transfer Station or the Lee/Hendry County Regional Landfill ONLY.

All landfill and or transfer station receipts **must** be submitted to the County with the invoice for payment as documentation of proper vessel disposal. Photo documentation in digital format of removal and disposal is required for each vessel. Landfill and/or transfer station receipts and photos must identify each AV shown/represented in photo and on receipt using Lee County AV case number.

All anchors found with vessel removed by Contractor shall be returned to Lee County Division of Natural Resources Marine Program at the conclusion of work.

##### 2. Removal for Reefing

Contractor is responsible for the following actions as specified in the bid documents:

- Transportation of AV/DV's to a site designated by the County. Vessel must be properly stabilized on site at the direction of the County.

- Preparation of vessel for reefing as directed by the County.
- Transportation of vessel offshore to reef drop site as designated by the County.
- Other actions as may be necessary for safe deployment to the reef site as specified in the bid documents.
- All anchors found with vessel removed by Contractor shall be returned to Lee County Division of Natural Resources Marine Program at the conclusion of work.

The Contractor is responsible for any damage to the environment, persons or property, which occurs as a result of their work related to the removal.

The condition of the AV/DV(s) at the time of removal is not warranted by the County in any way. It is the Contractor's responsibility to inspect the vessel(s) prior to bidding. The Contractor must promptly notify the County of any condition at the site(s) that differs substantially from those indicated or referred to in the Incident Report(s). The County will review the conditions and advise the Contractor of its recommendations prior submittal of bids or the Contractor proceeding further.

#### B. Inspections

The Contractor will make provisions to have the Project Manager or his designee present at the work site at all times during removal of the vessel(s). The County Project Manager will coordinate monitoring of removal and disposal activities between the Contractor and the County or the County's designee. The Contractor must give the County a minimum of seventy-two hours advance notice of its work schedule or any schedule changes that require the presence of the Project Manager. Failure to provide timely notice to the County may result in payment being withheld by the County.

#### C. Methods

The Contractor will use suitable modern equipment of size and type necessary for the satisfactory removal and disposal of the vessel(s). All work, including specialized equipment operation will be performed by competent employees, experienced and qualified to do the work specified. All work must be performed in accordance with the best commercial practices and without any unnecessary delays. Contractors must demonstrate that they have appropriate facilities, equipment, and trained personnel to properly remove and dispose of vessels without causing unnecessary risk to the environment, navigation, or adjacent property. Once a vessel has been moved from its initial location, disposal must not be delayed more than seven (7) days without prior County approval.

COMPENSATION AND METHOD OF PAYMENT

For RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

Section 1. 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.)
	To be negotiated through each County Department on a project-by-project basis.			
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 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-personal expenses and costs as set forth in ATTACHMENT NO. 2 entitled "NON-PERSONNEL REIMBURSABLE EXPENSES AND COSTS".



ATTACHMENT NO. 1 TO EXHIBIT B

CONSULTANT'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

CONSULTANT OR SUB-CONSULTANT NAME

(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)

\*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 RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

CONSULTANT OR SUB-CONSULTANT NAME \_\_\_\_\_  
(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
Meals:	\$100.00
	Breakfast
	Lunch
	Dinner
In accordance with the GSA M&IE schedule for Travel utilizing the "Fort Myers, Florida" rates	\$ 9.00
	\$13.00
	\$24.00
Reproduction (Photocopy) 8 1/2" x 11"	\$0.15/Page
	\$0.20/Page
	\$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):	

**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 C

TIME AND SCHEDULE OF PERFORMANCE

for RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	The term of this agreement is for a period of two (2) years. Effective 9/5/14 – 9/4/16		

EXHIBIT D

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

for RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

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

EXHIBIT E

PROJECT GUIDELINES AND CRITERIA

for RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

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: RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

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



**Major Insurance Requirements**

**Minimum Insurance Requirements:** *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence  
\$2,000,000 general aggregate  
\$1,000,000 products and completed operations  
\$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)  
\$500,000 bodily injury per person  
\$1,000,000 bodily injury per accident  
\$500,000 property damage per accident

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

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

- d. **Maritime Remedies** – coverage shall provide minimum limits of liability of \$1,000,000 per occurrence for General Maritime Laws, including but not limited to:

Maintenance & Cure;  
Unseaworthiness;  
Wrongful Death;  
Jones Act;



**LEE COUNTY**  
SOUTHWEST FLORIDA

**d. Maritime Remedies cont.**

Death on the High Seas Act;  
Longshore and Harbor Workers' Act;  
Protection and Indemnity;

And or any other state workers' compensation law, or other federal occupational disease law that your employees might be exposed to.

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

**Verification of Coverage:**

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

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners  
P.O. Box 398  
Fort Myers, Florida 33902

- b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

**Special Requirements:**

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.



## EXHIBIT A

### SCOPE OF SERVICES

#### for RFQ40240 Removal of Derelict and Abandoned Vessels in Lee County

### BASIC SERVICES

#### Section 1. GENERAL SCOPE STATEMENT

The CONTRACTOR 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.

For the removal of Derelict an Abandoned Vessels in Lee County on an “as needed basis”.

#### Section 2. TASKS

Pursant to the GENERAL SCOPE of the BASIC SERVICES stated herein above, the CONTRACTOR 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”

Specific Scope of Services:

##### A. Disposal/Removal

Bidders will refer to any attached Lee County Derelict and Abandoned Vessel reports/forms and/or Florida Fish and Wildlife Conservation Commission (FWC) Offense Incident Report(s) for specifics on the vessel(s) and location(s). Locations are best available information at the time bids are solicited, provided in decimal degree format. Contractor is responsible to verify vessel location prior to bidding. All existing pieces at and around the specified location of the abandoned vessel(s) (AV) or derelict vessel(s) (DV) must be removed. All debris associated with or related to the AV/DV(s) within a radius of 300’ from the main body of the vessel(s) must be removed concurrently.

Dredging to remove vessel(s) or parts thereof is not permitted unless specifically allowed by County prior to solicitation of bids.

Contractor will be directed by the County to remove AV/DV’s for disposal or for reefing as designated by the County in the bid solicitation.

##### 1. Removal for Disposal

Contractor is responsible for transportation of AV/DV’s to the Lee County Solid Waste Transfer Station or the Lee/Hendry County Regional Landfill ONLY.

All landfill and or transfer station receipts **must** be submitted to the County with the invoice for payment as documentation of proper vessel disposal. Photo documentation in digital format of removal and disposal is required for each vessel. Landfill and/or transfer station receipts and photos must identify each AV shown/represented in photo and on receipt using Lee County AV case number.

All anchors found with vessel removed by Contractor shall be returned to Lee County Division of Natural Resources Marine Program at the conclusion of work.

Contractor is responsible for the following actions as specified in the bid documents:

- Transportation of AV/DV's to a site designated by the County. Vessel must be properly stabilized on site at the direction of the County.
- Preparation of vessel for reefing as directed by the County.
- Transportation of vessel offshore to reef drop site as designated by the County.
- Other actions as may be necessary for safe deployment to the reef site as specified in the bid documents.
- All anchors found with vessel removed by Contractor shall be returned to Lee County Division of Natural Resources Marine Program at the conclusion of work.

The Contractor is responsible for any damage to the environment, persons or property, which occurs as a result of their work related to the removal.

The condition of the AV/DV(s) at the time of removal is not warranted by the County in any way. It is the Contractor's responsibility to inspect the vessel(s) prior to bidding. The Contractor must promptly notify the County of any condition at the site(s) that differs substantially from those indicated or referred to in the Incident Report(s). The County will review the conditions and advise the Contractor of its recommendations prior submittal of bids or the Contractor proceeding further.

#### B. Inspections

The Contractor will make provisions to have the Project Manager or his designee present at the work site at all times during removal of the vessel(s). The County Project Manager will coordinate monitoring of removal and disposal activities between the Contractor and the County or the County's designee. The Contractor must give the County a minimum of seventy-two hours advance notice of its work schedule or any schedule changes that require the presence of the Project Manager. Failure to provide timely notice to the County may result in payment being withheld by the County.

#### C. Methods

The Contractor will use suitable modern equipment of size and type necessary for the satisfactory removal and disposal of the vessel(s). All work, including specialized equipment operation will be performed by competent employees, experienced and qualified to do the work specified. All work must be performed in accordance with the best commercial practices and without any unnecessary delays. Contractors must demonstrate that they have appropriate facilities, equipment, and trained personnel to properly remove and dispose of vessels without causing unnecessary risk to the environment, navigation, or adjacent property. Once a vessel has been moved from its initial location, disposal must not be delayed more than seven (7) days without prior County approval.

#### D. Bidding

All qualified bidders shall submit quotes that detail prices for each vessel on any bid requests from the County. Bids must include all labor, equipment, materials, disposal costs, etc. to complete the job.

Project completion time will be designated in bid documents.

#### E. Surety and Bond Requirements

Any job over \$200,000 will be required to be bonded in an amount of 100%, but we can release it completely once we have completed our final inspection and accepted the work.

EXHIBIT B

COMPENSATION AND METHOD OF PAYMENT

For RFQ140240 REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY

Section 1. BASIC SERVICES/TASK(S)

The COUNTY shall compensate the CONTRACTOR 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 CONTRACTOR 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.)
	To be Bid on a project by project basis			

TOTAL  
(Unless list is continued on next page)

Section 2. ADDITIONAL SERVICES

The COUNTY shall compensate the CONTRACTOR 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 CONTRACTOR 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 dated September 16, 2014, entitled "CONTRACTOR'S PERSONNEL HOURLY RATE SCHEDULE".

Section 3. REIMBURSABLE EXPENSES AND COSTS

When the CONTRACTOR'S compensation and method of payment is based on an hourly rate for professional and/or technical personnel, the CONTRACTOR 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-personal expenses and costs as set forth in ATTACHMENT NO. 2, hereto dated September 16, 2014, entitled "NON-PERSONAL REIMBURSABLE EXPENSES AND COSTS".

ATTACHMENT NO. 1 TO EXHIBIT B

CONTRACTOR'S PERSONNEL HOURLY RATE SCHEDULE \*\*\*

for RFQ140240 REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY

CONTRACTOR OR SUB-CONTRACTOR NAME  
(A separate Attachment No. 1 should be included for each Sub-Contractor)

(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)

\*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-Contractor listed in Exhibit "D".



EXHIBIT C

TIME AND SCHEDULE OF PERFORMANCE

for RFQ140240 REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY

This EXHIBIT C establishes times of completion for the various phases and tasks required to provide and perform the services and work set forth in EXHIBIT "A" of this Agreement. The times and schedule of performance set forth hereinafter is established pursuant to Article 6.00 of this Agreement.

Phase and/or Task Reference As Enumerated in EXHIBIT "A"	NAME OR TITLE Of Phase and/Task	Number Of Calendar Days For Completion Of Each Phase And/or Task	Cumulative Number Of Calendar Days For Completion From Date of Notice to Proceed
	To be negotiated through each supplemental task authorization issued.		
	The term of this agreement is for a period of one (1) year, effective 11/10/14 – 11/9/15 with a renewal of four additional one-year periods.		

EXHIBIT D

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

for RFQ140240 REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY

CONTRACTOR has identified the following Sub-Contractor(s) and/or SubContractor(s) which may be engaged to assist the CONTRACTOR 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-Contractor Services are Exempted from Prime Contractor's Insurance Coverage	
		Yes	No	Type	Yes	No



## EXHIBIT E

### PROJECT GUIDELINES AND CRITERIA

#### For RFQ140240 REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY

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

##### Item No. 1

This is a "Master" contract, which is not for any specific project. Work will be negotiated, authorized, scheduled, funded, and accounted for by the issuance of Supplemental Task Authorizations, by the requesting department, division, or government entity.

##### Item No. 2

Any governmental entity may utilize the provisions of this contract for their specific needs.

##### Item No. 3

Work may be assigned at anytime during the one-year contract duration. This contract also contains an option to renew for four additional, one-year period, by mutual agreement between both parties.

##### Item No. 4

No amount of work is guaranteed upon the execution of a Professional Services Agreement.

##### Item No. 5

Hourly rates and all other negotiated expenses will remain in effect throughout the duration of the contract.

##### Item No. 6

This contract does not entitle any firm to exclusive rights to County contracts. The County reserves the right to perform any or all work in-house, or by any means it so desires.

##### Item No. 7

In reference to Attachment No. 2 to Exhibit B of the Professional Service Agreement, vehicle travel mileage is considered incidental to the work and not an extra expense. Also, man-hours spent in travel time to and from work or the job site(s), are not compensable.

##### Item No. 8

County reserves the right to add or delete, at any time, any or all tasks or services associates with this agreement.

##### ITEM NO. 9

**DRUG FREE WORKPLACE:** Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the procurement of contractual services, a proposal

EXHIBIT E continued

ITEM NO. 9 (Continued)

received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the evaluation/award process. In order to have a drug-free workplace, a business shall comply with the requirements of Florida Statutes 287.087.

ITEM NO. 10

COOPERATIVE PURCHASING: The Lee County Board of County Commissioners participates in cooperative purchasing agreements; it is hereby made a part of this proposal that the submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same contract price, to the other governmental entities.

Each governmental agency desiring to accept this proposal, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

ITEM NO. 11

AUTHORITY TO PIGGYBACK: It is hereby made a condition of this agreement that this agreement constitutes an agreement made under the same conditions, for the same price, and for the same effective period as this agreement, to any other governmental entity.

It is further understood that any governmental entity that electing to piggyback from this agreement with Lee County, will issue its own purchase orders, and will require separate billing

ITEM NO. 12

COST PROPOSAL WORKSHEET: To be used when performing work for Lee County.

Item No. 13

IMMIGRATION LAWS: 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 shall 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.

EXHIBIT F

TRUTH IN NEGOTIATION CERTIFICATE

This Certificate is executed and given by the undersigned as a condition precedent to entering into a Professional Services Agreement with the Lee County Board of County Commissioners for the project known as:

Before me, the undersigned authority personally appeared, who having personal knowledge as to the facts and statements contained herein after being duly sworn, deposes and states under oath that:

1. This Certificate shall be attached to and constitute an integral part of the above said Professional Services Agreement as provided in Article 3.11.
2. The undersigned hereby certifies that the wage rates and other factual unit costs supporting the compensation on which this Professional Services Agreement is established are accurate, complete, and current on the date set forth here-in-above.
3. The truth of statements made herein may be relied upon by the County and the undersigned is fully advised of the legal effect and obligations imposed upon him by the execution of this instrument under oath.

Executed on behalf of the Party to the Professional Services Agreement referred to as the CONTRACTOR, doing business as:

TSI Disaster Recovery

BY:

[Signature]

TITLE:

MEMOR

The foregoing instrument was signed and acknowledged before me this 17<sup>th</sup> day of September, 2014, by Henry W Elmore who has produced personally known as [Signature] (Type of Identification and Number) identification.

[Signature]  
Notary Public Signature

Amy M HARTMAN  
Printed Name of Notary Public

FF 128672 6-14-2018  
Notary Commission Number/Expiration

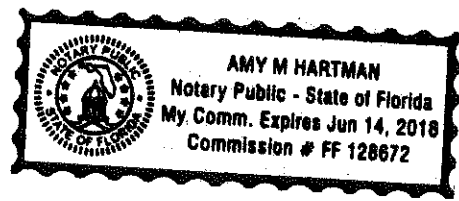


EXHIBIT H

AMENDMENT TO ARTICLES

**For RFQ140240 REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY**  
**RFQ140240 REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY**

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.

**AMENDMENT NO.**

ARTICLE No. \_\_\_ is hereby amended as follows:

None.

CMO:  
09/25/01  
Page H1 of H1



**CONTRACT REVIEW CHECKLIST**

*2 Originals*

**CONTRACT TYPE:** SERVICE PROVIDER/PROFESSIONAL SERVICES AGREEMENT

**SUBJECT:** Project known as: RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County

between Lee County and TSI Disaster Recovery, LLC.

**Reference:** Department Director approval:  
County Administrator approval:

Reference: Board action approving contract/agreement  
August 5, 2014 Agenda Item No. 17

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

(1) By the Director of \_\_\_\_\_  
Project Sponsoring Department

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

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed \_\_\_\_\_

RECEIVED BY  
LEE CO. ATTORNEY  
2014 SEP 23 AM 9:42

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

Date received 9/19/14 Date returned/forwarded 9/22/14

Signed Kathryn Ciccarelli

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

Date received Sept 22, 14 Date returned/forwarded Sept 23, 14

Signed \_\_\_\_\_

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

Date received \_\_\_\_\_ Date returned/forwarded \_\_\_\_\_

Signed \_\_\_\_\_ 9-23-14

RECEIVED  
MINUTES OFFICE  
2014 SEP 23 PM 2:23

- (5) DEPARTMENT DIRECTOR, COUNTY MANAGER, BOARD \_\_\_\_\_
- (6) Clerks Office, Minutes Department cd 09/23/14
- (7) PROCUREMENT MGMT. Kathy Ciccarelli

**Lee County Board Of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20140375**

**ACTION REQUESTED/PURPOSE:**

A) Concur with the selection of Consultants by the Qualification Selection Committee for RFQ140240 REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY and authorize staff to obtain competitive bids from the qualified vendors on a per project basis. The following five firms qualified for a contract period of one year, with four one-year renewals, commencing on November 10, 2014: DeHays Marine Inc.; DRC Emergency Services, LLC; Marine Towing & Salvage of SWFL, Inc.; Southwest Florida Maritime, Inc. DBA Sea Tow Fort Myers; and TSI Disaster Recovery, LLC. (3 of the 5 firms are local). The annual expenditure is a not to exceed the amount of \$125,000.

B) Authorize Chair to execute agreements upon receipt.

C) Grant the Procurement Director, with County Administration approval, the authority to renew this agreement for four additional one-year periods at the same terms and conditions, if doing so is in the best interest of Lee County. (#20140375-NATURAL RESOURCES)

**FUNDING SOURCE:**

Fund – General Fund (WCIND Reimbursement); Program – Water Resources Major Maintenance Projects; Project – WCIND Derelict Vessel Removal.

**WHAT ACTION ACCOMPLISHES:**

Approve selection and award of annual contracts to five firms to remove derelict and abandoned vessels in Lee County on an “as needed basis”. Establishes the selection of firms under RFQ140240 Removal of Derelict and Abandoned Vessels in Lee County as DeHays Marine Inc.; DRC Emergency Services, LLC; Marine Towing & Salvage of SWFL, Inc.; Southwest Florida Maritime, Inc. DBA Sea Tow Fort Myers; and, TSI Disaster Recovery, LLC. (3 of the 5 firms are local) to provide the County with professional services on an as needed basis for a contract period of 1 year commencing on November 10, 2014. The annual expenditure is a not to exceed the amount of \$125,000. Services to be provided include: the removal of derelict and abandoned vessels. Funds will be available from Fund – General Fund (WCIND Reimbursement); Program – Water Resources Major Maintenance Projects; Project – WCIND Derelict Vessel Removal.

**MANAGEMENT RECOMMENDATION:** Approve.

<b>Departmental Category: Item #17</b>		<b>Meeting Date: 8/5/2014</b>
<b>Agenda:</b>	<b>Requirement/Purpose: (specify)</b> <input type="checkbox"/> Statute <input type="checkbox"/> Ordinance <input checked="" type="checkbox"/> Admin Code AC-4-4 <input type="checkbox"/> Other	<b>Request Initiated Commissioner:</b> <b>Department:</b> NATURAL RESOURCES <b>Division:</b> No Divisions <b>By:</b> Roland Ottolini

**Background:**  
 Statements of Qualifications were solicited on behalf of the Board of County Commissioners for REMOVAL OF DERELICT AND ABANDONED VESSELS IN LEE COUNTY. The deadline for receipt of Statements of Qualifications was May 6, 2014. A total of 5 Statements of Qualifications were considered at the Qualification Selection Committee meeting held on May 21, 2014. The Qualification Selection Committee consisted of the following staff members: Pam Keyes, Utilities Director, non-voting Chair; Roland Ottolini, Natural Resources Director; Justin McBride, Natural Resources and Randy Harris, Construction & Design. Based on the information

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



submitted by the Consultants in their Statements of Qualification, it was the consensus of the Committee to shortlist all 5 firms for telephone interviews.

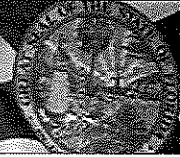
At the committee meeting points were presented and put on record by each committee member with respect to each submittal from all firms. Following the discussions, the consensus of the committee was to invite all 5 firms for a telephone interview. The chair entertained a motion to approve the 5 firms 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 May 28, 2014 with the "short list" firms. It was the consensus of the Committee to recommend to the Board the selection of all 5 firms and request Board approval for staff to proceed with the 5 firms as follows: DeHays Marine Inc.; DRC Emergency Services, LLC; Marine Towing & Salvage of SWFL, Inc.; Southwest Florida Maritime, Inc. DBA Sea Tow Fort Myers; and, TSI Disaster Recovery, LLC.

For general information the annual spend for this service for the past year totaled \$111,065.

Funds will be available in account no. 40314900100.503490.

Attachment: (1) Sample Contract  
(2) Shortlist meeting minutes dated May 21, 2014

**FLORIDA DEPARTMENT OF STATE  
DIVISION OF CORPORATIONS****Detail by Entity Name****Florida Limited Liability Company**

TSI DISASTER RECOVERY, LLC

**Filing Information**

<b>Document Number</b>	L08000047905
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<b>Event Date Filed</b>	06/30/2008
<b>Event Effective Date</b>	NONE

**Principal Address**4130 CANOE CREEK RD  
SAINT CLOUD, FL 34772

Changed: 10/19/2009

**Mailing Address**4130 CANOE CREEK RD  
SAINT CLOUD, FL 34772

Changed: 10/19/2009

**Registered Agent Name & Address**SOLOMON, BRIAN D  
1311 INDIANA AVENUE  
SAINT CLOUD, FL 34769

Address Changed: 02/07/2012

**Authorized Person(s) Detail****Name & Address**

Title MGRM

ELMORE, HENRY  
9211 LONGVIEW AVENUE  
CELEBRATION, FL 34747

Title MGRM

TYSON, ROBERT MORGAN  
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