

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

Blue Sheet No. 20041474

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve project # PB050072, the utilization (piggyback) of the Florida Department of Environmental Protection (DEP) RFP # 2003013c, which has gone through their competitive bidding process, for the procurement of Upland Invasive Exotic Plant Control Services, to be utilized by the Lee County Parks and Recreation Department. There are six vendors on this contract with the Florida DEP, the company names are: 1. Natur Chem 2. Southeastern Chemtreat Inc. 3. Randel's Landclearing & Development Inc. 4. Aquatic Plant Management Inc. 5. Habitat Restoration Resources 6. Walker Exotic Tree Eradication & Mitigation. The current term of the contract runs for three years, from 2/18/04 to 2/17/07. Request authority to continue to utilize this contract if renewed by the Florida DEP at the end of the three-year period, if it is in the best interest of Lee County at that time. For general information, the Parks and Recreation Department estimates spending approximately \$500,000 during the next twelve months. The majority of the expenditures for this service will be covered by grant funds.

**WHY ACTION IS NECESSARY:** Board approval is required because this expenditure will exceed \$50,000.

**WHAT ACTION ACCOMPLISHES:** Provides an annual contract for upland invasive exotic plant control services that can be ordered as needed by the Parks and Recreation Department.

**2. DEPARTMENTAL CATEGORY:**  
**COMMISSION DISTRICT #**

**C11B**

**3. MEETING DATE:**

**11-30-2004**

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. AC-4-1
- CODE
- OTHER

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT **Parks and Recreation**
- C. DIVISION

BY: **John Yarbrough**

*John Yarbrough*

**7. BACKGROUND:** Section 10.1 of the Lee County Purchasing and Payment Procedures Manual allows Lee County to utilize the quotes/proposals of other governmental entities as long as the procurement has gone through their competitive quoting/bidding process. Funding will come from the individual department's budget and they will be responsible for monitoring their own expenditures. Account Strings: KH5722030105.503190 and KH5722000100.503190

**ATTACHMENTS:**

- (1) Permission to piggyback from Florida DEP
- (2) Permission to piggyback from each of the six vendors
- (3) Copy of one of the contracts (contract format was the same for all six vendors)
- (4) Price sheets for all six vendors

**8. MANAGEMENT RECOMMENDATIONS:**

*CCM*

**9. RECOMMENDED APPROVAL:**

| A<br>Department Director | B<br>Purchasing or Contracts | C<br>Human Resources | D<br>Other | E<br>County Attorney | F<br>Budget Services     |                           |                            |                          | G<br>County Manager |
|--------------------------|------------------------------|----------------------|------------|----------------------|--------------------------|---------------------------|----------------------------|--------------------------|---------------------|
| <i>[Signature]</i>       | <i>[Signature]</i>           |                      |            | <i>[Signature]</i>   | OA<br><i>[Signature]</i> | COM<br><i>[Signature]</i> | Risk<br><i>[Signature]</i> | GC<br><i>[Signature]</i> | <i>[Signature]</i>  |

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: **11/4/04**  
Time: **3:30**  
Forwarded To:  
*[Signature]*  
**11/5/04**

RECEIVED BY  
COUNTY ADMIN:  
**11/5/04**  
COUNTY ADMIN  
FORWARDED TO:  
**11-9-04**  
*[Signature]*



Jeb Bush  
Governor

## Department of Environmental Protection

Marjory Stoneman Douglas Building  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Colleen M. Castille  
Secretary

October 28, 2004

Mr. Jim Green  
Lee County Parks & Recreation  
3410 Palm Beach Blvd.  
Ft. Myers, FL 33916  
Dear Mrs. White:

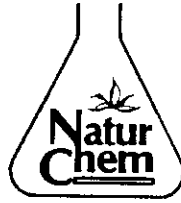
We have sent executed copies of six DEP contracts for exotic plant control services. These contracts were awarded under a statewide solicitation. DEP anticipated interest from other state agencies and local governments in utilizing these contracts for similar work. We approve of Lee County utilizing these contracts as specified in the contracts.

Please contact our office if we can be of further assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Zeller".

Mark Zeller  
Biological Scientist  
Bureau of Aquatic Plant Management  
Department of Environmental Protection  
(850) 487-2600



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4134 HIGHWAY 441, SOUTH • LAKE CITY, FLORIDA 32025 • 386-755-3403 • FAX 386-755-1376

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visit us @ [www.naturchem.net](http://www.naturchem.net)

September 14, 2004

Lee County  
3410 Palm Beach Blvd.  
Ft. Myers, FL 33915

To Whom It May Concern:

The intent of this letter is to grant permission to Lee County – an entity within the state of Florida – to do business with NaturChem, Inc. under the rules and guidelines set forth in Florida DEP contract # PL015 and #PL017.

NaturChem hereby authorizes use of said contract for the purpose of using our services to remove and/or control vegetation for Lee County.

Thank you very much for your time and consideration. We look forward to the opportunity to do business with you.

God Bless You,

Kenny Ballance  
Account Manager

# SCI

## SOUTHEASTERN CHEMTREAT, INC.

5650 NW 135 STREET, CHIEFLAND, FL 32626

Will Hardee, Pres. 352-494-2890 ♦ Ellison Hardee, V.P. 352-494-2831

October 8, 2004

Office 352-493-0438 ♦ Fax 352-490-8736

To: Lee County Board of County Commissioners  
3410 Palm Beach Blvd.  
Ft. Myers, Florida 33916

**Attention: Mr. Jim Green**

From: Ellison Hardee, V.P. *Ellison Hardee*  
Southeastern Chemtreat, Inc.  
5650 NW 135 Street  
Chiefland, Florida 32626  
Re: Invasive Plant Management - Lee County

This is to advise our company stands ready to provide invasive plant management service for Lee County as per the terms of our Florida Department of Environmental Regulation contract P1018. We have provided similar services for Hillsborough, Citrus, Sarasota, Charlotte, and Brevard Counties. We understand that you have a copy of the contract. The process we have used in the past is a review of the project work and scope of work and followed by a proposal to the county. The county has then issued a purchase order.

Please advise if additional information is needed.

Thank you for giving us the opportunity to provide assistance in your invasive plant management program.

**Randel's Landclearing & Dev., Inc.**

**1949 South Jefferson Street**

**Perry, Florida 32348**

**850 584 3807**

**Fax 850 584 8828**

**E-mail [rpoppell@perry.gulfnet.com](mailto:rpoppell@perry.gulfnet.com)**

**Mr. Jim Green**

**Lee County Parks and Recreation**

**3410 Palm Beach Blvd.**

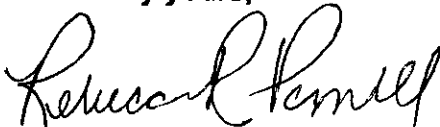
**Fort Myers, Florida 33916**

**October 8, 2004**

**Mr. Green,**

**We at Randel's Landclearing & Development would like to let you know of our availability to piggy back under the current Florida Department of Environmental Protection contract. We offer invasive exotic plant treatment from ground application to removal by heavy equipment. We are State licensed in Aquatic, Forestry, Rights of Way, and Natural areas. If we can be of service please feel free to contact us.**

**Sincerely yours,**

  
**Rebecca Poppell**

# Aquatic Plant Management Inc.

2737 BAHIA ROAD

WEST PALM BEACH FL. 33406

1-954-214-4730 cell

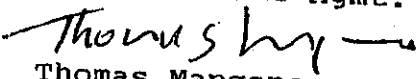
1-561-642-9038 fax

954-444-1379 home office

October 19, 2004

Aquatic Plant Mgmt. would like to let Lee County, B.O.C.C  
to piggy back off D.E.P contract # PL023.

Aquatic Plant Mgmt.

  
Thomas Mangano



August 8, 2004

To: Lee County Parks And Rec.  
3410 Palm Beach Blvd  
Ft Myers, FL 33916  
Attn: Jim Green

From: Habitat Restoration Resources, Inc.  
1945 Coral Point Drive  
Cape Coral, FL 33990-3827

Mr. Green,

Habitat Restoration Resources, Inc. (HRR) agrees to allow Lee County Parks and Rec. to piggy back our state contract PL 024 for the following job: Oxbow Island Project. Please contact Mark Zeller from DEP Bureau of Invasive Plant Management at (850) 240-2829 or (850) 240-2820 for further information on this process. If you have any further questions for me you can reach me at (239) 574-8173.

Sincerely,

Laurel Egan  
President

1945 Coral Point Drive, Cape Coral FL 33990  
Ph: (239)574-8173 Fx: (239) 574-3487 email: [Habitatrr@earthlink.net](mailto:Habitatrr@earthlink.net)

Attn: *Jim Green*

**Walker Exotic Tree Eradication & Mitigation**

**621 Bimini Avenue**

**Marco Island, FL 34135**

**Ph 239-784-4417**

**Fax 239-389-2636**

**10/11/04**

Lee County Board of Commissioners  
Fort Myers, Florida

Dear Sir,

We agree to complete all work as specified for Lee County agencies under the State contract PL025. We are authorized to work in numerous counties in southwest Florida, including Lee County, under this State contract.

Sincerely,

*Terry Walker*

Terry Walker  
Owner



## CONTRACT

THIS CONTRACT is entered into between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION, whose address is 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (hereinafter referred to as the "Department") and NATURCHEM, INC., whose address is Rt. 10, Box 293, Lake City, Florida, 32025, (hereinafter referred to as the "Contractor"), a South Carolina corporation authorized to transact business in Florida, to provide upland invasive exotic plant control services in Regions I-VII.

In consideration of the mutual benefits to be derived herefrom, the Department and Contractor do hereby agree as follows:

1. The Department does hereby retain the Contractor to provide upland invasive exotic plant control services in Regions I - VII on a Task Assignment basis (copies of the Task Assignment Notification Form and Task Assignment Change Order Form are attached hereto and made a part hereof as Attachments A and B, respectively) as defined herein and the Contractor does hereby agree to perform such services as outlined in DEP Solicitation No. 2003013C and the Contractor's response thereto, incorporated herein by reference, and in accordance with Attachment C, Scope of Services, attached hereto and made a part hereof. The Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract and all attachments and exhibits named herein which are attached hereto and incorporated by reference. Any terms and conditions of this Contract which vary from those contained in the solicitation or the Contractor's response thereto shall have precedence.
2. The Contractor shall perform the services in a proper and satisfactory manner as determined by the Department. Any and all equipment, products, or materials necessary to perform this Contract shall be supplied by the Contractor, unless otherwise specified herein.
3. The Contractor shall perform as an independent contractor and not as an agent, representative, or employee of the Department.
4. To ensure successful completion of the upland invasive exotic plant control services, the Contractor shall at all times provide a ground supervisor that is certified by the Florida Department of Agriculture and Consumer Services (FDACS) in Forestry, Right-of-Way, Aquatics or Natural Areas categories as part of the on-site work force. All ground crew supervisors shall obtain certification in the Natural Areas category within six (6) months of Contract execution. The ground supervisor shall be identified by the contractor at the time of quote submission, and may supervise a maximum of eight (8) field employees at any given time, unless otherwise specified in the Task Assignment. Any changes in personnel mentioned herein, or on an executed Task Assignment, must be submitted to and approved in advance by the Department's Contract Manager.
5. The Department Site Manager shall be responsible for obtaining all permits related to the control and disposal of targeted vegetation, unless otherwise stated in a Task Assignment Notification Form.
6.
  - A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fixed price/cost reimbursement/fee schedule basis as specified in each executed Task Assignment. For upland exotic plant control services, the Contractor shall be compensated on a fee schedule or fixed price basis as specified in the Task Assignment Form. For the purchase of authorized herbicides/adjuvants, the Contractor shall be compensated on a cost reimbursement basis in the amount of the actual cost. All travel and incidental expenses are included in the fee schedule/fixed price amounts of this Contract. **No minimum amount of work is guaranteed under this Contract.**
  - B. Funding under this Contract shall be authorized by and for each executed Task Assignment as issued by the Department. The Contractor is not authorized to perform any services or purchase any commodities that exceed the funding amount authorized for each Task Assignment. Upon completion and final payment of a Task Assignment, any funds remaining from that particular Task Assignment shall be unencumbered by the Department. The Contractor hereby agrees that the Contractor or its subcontractors shall not commence work on a Task Assignment until said Task Assignment has been fully executed by both the Department and the Contractor.

- C. The Contractor shall submit invoices to the Department in accordance with the invoice schedule/frequency established in each Task Assignment. Invoices for fixed price tasks must be accompanied by a copy of the executed Task Assignment evidencing the fixed price. For fee schedule task assignments, invoice amounts must be in accordance with the rates outlined in Attachment D, Rate Schedule, attached hereto and made part hereof. Attachment E, Subcontractor Utilization Report Form, shall be completed and submitted with each invoice. Failure to provide Attachment E with an invoice shall result in a delay in processing the invoice for payment until such time as the appropriate information is provided to the Department. Each invoice shall be submitted in detail sufficient for a pre-audit and post-audit review. The final invoice for each task must be submitted no later than thirty (30) days following the completion date established for each Task Assignment, to assure the availability of funding for final payment. The Department shall have twenty (20) business days to inspect and approve the services for payment.
- D. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements (attached hereto and made part hereof as Attachment F), the Contractor shall comply with the minimum requirements set forth therein. Invoices for the cost reimbursement portion of Task Assignments shall be accompanied by supporting documentation and other requirements as follows:
- Materials/Supplies - Must be documented by itemizing and including copies of receipts or invoices.
- E. The Department shall pay the Contractor upon satisfactory completion of the work performed under a Task Assignment once the Department's Site Manager determines that all targeted vegetation in the invoiced work area has been treated according to each Task Assignment Notification Form. Satisfactory performance shall include meeting all dates established in each Task Assignment Notification Form.
- F. Upon execution of this Contract, the parties understand and agree that the signature blocks contained in Attachment A and B identify the representatives for each entity with the authority to execute Task Assignments/Task Assignment Change Orders under this Contract.
- G. The Department may issue informal cost proposal requests to its upland invasive exotic plant control contractors for specific projects to be conducted under a task assignment, although final selection for task assignment award may not be based solely on price. All cost proposals prepared by the Contractor must be submitted to the Department on or before the date and time set for receiving cost proposal in order to be considered for task assignment award.
- H. All rates provided in Attachment D shall be current and effective during the first twelve (12) months of this Contract. The Contractor may request an increase in rates, up to 5%, for each year after the initial year of the Contract, including the possible renewal periods. The request to increase the rates must be made in writing to the Department and must be supported by a detailed justification which warrants the requested increase. The request must be submitted at least sixty (60) calendar days prior to the anniversary date of the Contract in order for a request to be considered by the Department. The Department shall review the Contractor's written request and supporting documentation to determine whether an increase is warranted and, if so, what percentage increase (not to exceed 5% in any one year) shall be authorized by formal amendment to the Contract.
7. This Contract shall begin upon execution by both parties and remain in effect for a period of three (3) years, inclusive. In accordance with Section 287.058(2), Florida Statutes, the Contractor shall not be eligible for reimbursement for services rendered prior to the execution date of this Contract and the execution of a Task Assignment/Task Assignment Change Order Form, as appropriate. Task Assignment/Task Assignment Change Order performance periods may not extend beyond the completion date of the Contract established above. This Contract may be renewed for a period that may not exceed three (3) years or the term of the original Contract, whichever period is longer. Renewal of this Contract shall be in writing and subject to the same terms and conditions of this Contract. Renewal is contingent upon satisfactory performance by the Contractor and the availability of funds.
8. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.

9. Pursuant to Section 215.422, Florida Statutes, the Department's Contract Manager shall have five (5) working days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Florida Department of Financial Services within twenty (20) days; and the Department of Financial Services is given ten (10) days to issue a warrant. Days are calculated from the latter date the invoice is received or services received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices which have to be returned to a contractor for correction(s) will result in a delay in the payment. A Vendor Ombudsman has been established within the Florida Department of Financial Services who may be contacted if a contractor is experiencing problems in obtaining timely payment(s) from a State of Florida agency. The Vendor Ombudsman may be contacted at 850/410-9724 or 1-800-848-3792.
10. In accordance with Section 215.422, Florida Statutes, the Department shall pay the Contractor, interest at a rate as established by Section 55.03(1), Florida Statutes on the unpaid balance, if a warrant in payment of an invoice is not issued within forty (40) days after receipt of a correct invoice and receipt, inspection, and approval of the goods and services. Interest payments of less than \$1 will not be enforced unless a contractor requests payment. The interest rate established pursuant to Section 55.03(1), Florida Statutes may be obtained by calling the Department of Financial Services, Vendor Ombudsman at the telephone number provided above or the Department's Procurement Section at 850/245-2361.
11. The Contractor shall save and hold harmless and indemnify the State of Florida and the Department against any and all liability, claims, judgments or costs of whatsoever kind and nature for injury to, or death of any person or persons and for the loss or damage to any property resulting from the use, service, operation or performance of work under the terms of this Contract, resulting from any negligent act or failure to act by the Contractor, his subcontractor, or any of the employees, agents or representatives of the Contractor or subcontractor to the extent allowed by law.
12. The Department may terminate this Contract at any time in the event of the failure of the Contractor to fulfill any of its obligations under this Contract. Prior to termination, the Department shall provide ten (10) calendar days written notice of its intent to terminate and shall provide the Contractor an opportunity to consult with the Department regarding the reason(s) for termination.

The Department may terminate this Contract without cause and for its convenience by giving thirty (30) calendar days written notice to the Contractor.

Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 13.

13. Any and all notices shall be delivered to the parties at the following addresses:

| <b>Contractor</b>         | <b>Department</b>   |
|---------------------------|---|
| Art Seboe                 | Greg Jubinsky (MS#705)                                      |
| NaturChem, Inc.           | Division of State Lands/Bureau of Invasive Plant Management |
| Rt. 10, Box 293           | Florida Department of Environmental Protection              |
| Lake City, Florida, 32025 | 3900 Commonwealth Blvd.                                     |
|                           | Tallahassee, Florida 32399-3000                             |

14. The Department's Contract Manager is Greg Jubinsky, Phone 850/245-4821. The Contractor's Contract Manager is Art Seboe, Phone 386/755-3403. All matters shall be directed to the Contract Managers for appropriate action or disposition.
15. This Contract may be unilaterally canceled by the Department for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Section 24(a) of Article I of the State constitution and Section 119.07(1), Florida Statutes.
16. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five years following Contract completion. In the event any work is subcontracted, the Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.

17. The Contractor covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.
18. This Contract has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. Wherever possible, each provision of this Contract shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Contract shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Contract. Any action hereon or in connection herewith shall be brought in Leon County, Florida.
19. No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this Contract, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.
20. The Contractor recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Contract.
21. This Contract is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.
22.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Contract.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and intends to post the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity at 850/487-0915.
23. This Contract is an exclusive contract for services and may not be assigned in whole or in part without the written approval of the Department.
24.
  - A. The Contractor shall not subcontract, assign, or transfer any work under this Contract, with the exception of A.L. Baxley and Sons, Inc.; Crews Custom Services, Inc.; Southern Helicopter, Inc. and Advantage Solutions, Inc., without the prior written consent of the Department's Contract Manager. The Contractor agrees to be responsible for the fulfillment of all work elements included in any subcontract consented to by the Department and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Contractor that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. The Department of Environmental Protection supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Contract embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State of Florida. The Department will be glad to furnish a list of minority owned businesses for consideration in subcontracting opportunities.
25. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, F.S., if available, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), F.S.; and for purposes of this Contract the person, firm or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The "Corporation identified" is PRISON REHABILITATIVE INDUSTRIES AND DIVERSIFIED ENTERPRISES, INC. (P.R.I.D.E.) which may be contacted at:

P.R.I.D.E.  
2720-G Blair Stone Road, Suite G  
Tallahassee, Florida 32301  
Telephone: (850) 487-3774  
Toll Free: 1-800-643-8459  
Website: www.pridefl.co

26. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for the state agency insofar as dealing with such qualified nonprofit agency are concerned.

The "nonprofit agency" identified is RESPECT of Florida which may be contacted at:

RESPECT of Florida.  
2475 Apalachee Parkway, Suite 205  
Tallahassee, Florida 32301-4946  
(850) 487-1471  
Website: www.respectofflorida.org

27. To the extent required by law, the Contractor will be self-insured against, or will secure and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this project and, in case any work is subcontracted, the Contractor shall require the subcontractor similarly to provide Workers' Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Such self-insurance program or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees engaged in hazardous work under this Contract is not protected under Workers' Compensation statutes, the Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the Department, for the protection of his employees not otherwise protected.
28. The Contractor shall secure and maintain during the life of the Contract comprehensive general liability coverage with limits of not less than \$100,000 per occurrence and \$300,000 general aggregate for bodily injury and property damage; and comprehensive automobile liability coverage with limits of not less than \$300,000 combined single limit. The Contractor shall also maintain during the life of the Contract pollution liability coverage with limits of not less than \$500,000 per occurrence for personal injury and property damage combined single limit. The Contractor's current certificate of insurance shall contain a provision that the insurance will not be canceled for any reason except after thirty (30) days written notice to the Department's Contracts Administrator.
29. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not authorized under the terms of this Contract.
30. The Department may at any time, by written order designated to be a change order, make any change in the work within the general scope of this Contract (e.g., specifications, time, method or manner of performance, requirements, etc.). All change orders are subject to the mutual agreement of both parties as evidenced in writing. Any change order which causes an increase or decrease in the Contractor's cost or time, excluding Task Assignment Change Orders which modify the cost or time of the work described in an executed Task Assignment Form issued under the terms of this Contract, shall require formal amendment to this Contract.
31. The employment of unauthorized aliens by any contractor/vendor is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If the Contractor/vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Contract. The Contractor shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Contract.
32. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not perform work as a grantee, contractor, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

33. The Contractor shall comply with all applicable federal, state and local rules and regulations in providing services to the Department under this Contract. The Contractor acknowledges that this requirement includes compliance with all applicable federal, state, and local health and safety rules and regulations. The Contractor further agrees to include this provision in all subcontracts issued as a result of this Contract.
34.
  - A. Other State of Florida Governmental entities (Entity) may purchase from this Contract, provided such use of the Contract has been determined to be cost effective by the Entity and in the best interest of the State.
  - B. The Contractor has the option of selling the commodities or services described under this Contract to other State of Florida governmental entities at the Contractor's discretion.
  - C. Eligible users of this Contract include other State of Florida Agencies (including members of the State University System and Community College System), Water Management Districts, Counties, Local County Boards of Public Institution, Municipalities, and other local public agencies or authorities.
  - D. The general terms and conditions of this Contract shall apply to the services procured by other State of Florida governmental entities referencing this Contract.
  - E. Funding mechanisms/work assignments must be executed in advance of work performed for another State of Florida governmental entity. The governmental entity shall utilize appropriate funding mechanisms (purchase orders, etc.) to authorize performance by the Contractor.
  - F. All work performed under a funding mechanism executed by another State of Florida governmental entity shall be the responsibility of the governmental entity for payment. The Department shall not be responsible for payment of any services performed under this section of the Contract.
  - G. The use of Attachments A and B of this Contract by other governmental entities is not authorized under this Section of the Contract.
  - H. Contract/Project Managers shall be identified for each work assignment executed between the Contractor and another governmental entity. The Department's Contract/Project Manager shall not be responsible for any work performed under this Section of the Contract.
35. The Department reserves the right to amend this Contract to include additional language required by federal agency(ies) or other sources awarding funding to the Department in support of upland invasive exotic plant control.
36. This Contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Contract, unless otherwise provided herein.

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IN WITNESS WHEREOF, the parties have caused this Contract to be duly executed, the day and year last written below.

NATURCHEM, INC.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: [Signature]  
Title: SALES MANAGER

By: [Signature]  
Director, Division of State Lands or designee

Date: 2/25/04

Date: 2-12-04

Rt. 10, Box 293  
Lake City, Florida 32025

[Signature]  
DEP Contract Manager

FEID No.: 57-0851059

[Signature]  
DEP Contracts Administrator

Approved as to form and legality:  
[Signature]  
DEP Attorney

List of attachments/exhibits included as part of this Contract:

| Specify Type | Number | Letter/Description (include number of pages)    |
|--------------|--------|---|
| Attachment   | A      | Task Assignment Notification Form (2 pages)     |
| Attachment   | B      | Task Assignment Change Order Form (1 page)      |
| Attachment   | C      | Scope of Services (8 pages)                     |
| Attachment   | D      | Rate Schedule (7 pages)                         |
| Attachment   | E      | Subcontractor Utilization Report Form (4 pages) |
| Attachment   | F      | Contract Payment Requirements (1 page)          |

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ATTACHMENT A

TASK ASSIGNMENT NOTIFICATION FORM  
DEP CONTRACT NO. \_\_\_\_\_

Task Assignment Number: \_\_\_\_\_ Date: \_\_\_\_\_ Contractor Name \_\_\_\_\_

Project Title: \_\_\_\_\_

Contractor Contract Manager: Art Seboe Phone #:386-755-3403  
Contractor Ground Crew Supervisor: \_\_\_\_\_ Cellular#: \_\_\_\_\_

DEP Contract Manager: Greg Jubinsky Phone #:850/245-4821  
DEP Site Manager: \_\_\_\_\_ Phone #: \_\_\_\_\_

Task Description and Payment Schedule. Exhibit 1 describes the scope of work for this project. The Contractor is not authorized to perform work on any additional sites or plant species until such time as the DEP and the Contractor have fully executed a Change Order for said additional work. Any work performed by the Contractor contrary to this Task Assignment shall be at the Contractors expense.

Deliverables:

1. 100% of target vegetation identified in the attached scope of work shall be treated to prevent re-sprouting. If 95% kill rate is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the plant will be the responsibility of the contractor at no cost to the contracting entities.
2. Control is defined as treatment effective in preventing re-sprout of treated target vegetation.
3. The Contractor shall notify the designated site manager prior to entering the work-site.
4. The Contractor shall provide written notification to the Contract Manager upon completion of treatment event(s).
5. Upon Site Manager approval, the Contractor is authorized to control incidental occurrences of any current EPPC category one or category two invasive exotic plant species encountered within the Project Site(s). Costs for these control operations shall not exceed the established Task Assignment amount, and must not jeopardize the Contractor's ability to achieve the required level of control for the primary target species within the established time frame. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.

Task Assignment Term: Execution of Task Assignment through \_\_\_\_\_

Task Assignment Type:

- Fixed Price
- Fee Schedule
- Cost Reimbursement

Amount Not To Exceed:

\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_  
\$ \_\_\_\_\_

TOTAL TASK ASSIGNMENT VALUE

FUNDING INFORMATION:

| Org. Code | E.O. | Object Code | Module | Special Category | Project # | Year | Amount   |
|-----------|------|-------------|--------|------------------|-----------|------|----------|
| 37        |      |             |        |                  |           |      | \$ _____ |
| 37        |      |             |        |                  |           |      | \$ _____ |

CONTRACTOR

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Contract Manager Date  
\_\_\_\_\_  
Ground Crew Supervisor Date

\_\_\_\_\_  
DEP Contract Manager Date  
\_\_\_\_\_  
Reviewing Authority Date  
\_\_\_\_\_  
Funding Authority Date  
\_\_\_\_\_  
DEP Site Manager Date

cc: Gwenn Godfrey, Contracts Office (MS93)  
Bureau of Finance & Accounting (MS78) - 2 copies



## TASK ASSIGNMENT RESPONSIBILITIES

### RESPONSIBILITIES OF THE CONTRACTOR:

1. The Contractor agrees to commence work within ten (10) days of the notice to proceed on assigned projects and agrees to be available on a continuous basis within the contract period to complete work as specified herein.
2. The Contractor shall notify the designated site manager prior to entering the work-site.
3. The Ground Crew Supervisor, employed by the Contractor, and designated in the quote for this operation, must be present at all times when work on the site is underway.
4. Ground Crew Supervisors shall be responsible for all plant control activities on project sites and safety. Every effort shall be made by the Contractor to avoid damage to native vegetation and wildlife.
5. Ground Crew Supervisors shall be pesticide applicators possessing current certification by the Florida Department of Agriculture and Consumer Services (FDACS) in the Natural Areas, Forestry, Aquatics, or Right-of-Way categories. A copy of each supervisor's FDACS certification will be provided to the site manager prior to initiation of on-site supervisory duties.
6. The Ground Crew Supervisor may supervise a maximum of eight (8) field employees at any given time, unless otherwise noted in the Task Assignment.
7. The Ground Crew Supervisor shall be responsible for the collection, recording, and timely submission of all data and reports required. At weekly intervals and at the completion of initial treatments and site reassessment, a complete report will be submitted to the site manager detailing sites treated, number and size of plants killed, and type of treatment used. This data will be recorded on the "Daily Report Form" attached as Exhibit 1 to Attachment C of DEP Contract No. PL017.
8. The Contractor will strictly adhere to all herbicide label application, precautionary, and safety statements.
9. 100% of target vegetation identified in the attached scope of work shall be treated to prevent re-sprouting. All control efforts shall be at least 95% effective in preventing re-sprout of treated target vegetation. If 95% kill rate is not achieved for any area of the project after two months following project completion (unless specified otherwise in the task assignment), one additional thorough treatment of the plant will be the responsibility of the Contractor at no cost to the contracting entities.

### RESPONSIBILITIES OF THE SITE MANAGER:

1. The Site Manager shall be responsible for obtaining all permits related to the control and disposal of targeted vegetation unless otherwise noted in the Task Assignment.
2. The Site Manager shall be responsible for instructing the Contractor on the areas and plants to be controlled and provide necessary maps and other pertinent information to locate work sites.
3. The Site Manager reserves the right to inspect, at any time, the contractor's procedure, spray system(s), spray solution(s), and other ancillary equipment, and to approve operating personnel. Inspection, however, will not relieve the contractor of any obligations or responsibilities nor will it transfer any liability to the lands listed under "Project Location."
4. Upon review and approval of the original invoice and corresponding Daily Reports of Operations, the Site Manager shall forward to the Bureau of Invasive Plant Management, 3915 Commonwealth Boulevard, MS 710, Tallahassee, Florida 32399-3000 within five (5) working days of receipt from the Contractor.

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**ATTACHMENT B  
TASK ASSIGNMENT CHANGE ORDER FORM  
DEP CONTRACT NO. PL017**

Task Assignment Number: \_\_\_\_\_ Date: \_\_\_\_\_ Change Order #: \_\_\_\_\_

Project Title: \_\_\_\_\_

Contractor Contract Manager: \_\_\_\_\_ Phone #: \_\_\_\_\_

Contractor Ground Crew Supervisor: \_\_\_\_\_ Cellular#: \_\_\_\_\_

DEP Contract Manager: Greg Jubinsky Phone #: 850/245-4821

DEP Site Manager: \_\_\_\_\_ Phone #: \_\_\_\_\_

Description of Change: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**CHANGE IN TASK AMOUNT**

| <u>Item</u>                             | <u>Fixed Price</u> | <u>Fee Schedule</u> | <u>Cost Reimbursement</u> | <u>Total</u> |
|---|--------------------|---------------------|---------------------------|--------------|
| Original task amount:                   | _____              | _____               | _____                     | _____        |
| Task amount prior to this change order: | _____              | _____               | _____                     | _____        |
| Net increase/decrease in task amount:   | _____              | _____               | _____                     | _____        |
| Task amount with all change orders:     | _____              | _____               | _____                     | _____        |

**CHANGE IN TASK TIME**

Original task completion date: \_\_\_\_\_  
 Completion date prior to this change: \_\_\_\_\_  
 Net increase/decrease in task period: \_\_\_\_\_  
 Completion date with all change orders: \_\_\_\_\_

**Change In Funding Information:**

| <u>Org. Code</u> | <u>E.O.</u> | <u>Object Code</u> | <u>Module</u> | <u>Special Category</u> | <u>Project #</u> | <u>Year</u> | <u>Amount</u> |
|------------------|-------------|--------------------|---------------|-------------------------|------------------|-------------|---------------|
| 137              |             |                    |               |                         |                  |             | \$            |
| 137              |             |                    |               |                         |                  |             | \$            |

NATURCHEM, INC.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

\_\_\_\_\_  
Contract Manager Date

\_\_\_\_\_  
DEP Contract Manager Date

\_\_\_\_\_  
Ground Crew Supervisor Date

\_\_\_\_\_  
Reviewing Authority Date

\_\_\_\_\_  
Funding Authority Date

\_\_\_\_\_  
DEP Site Manager Date

cc: Gwenn Godfrey, Contracts Office (MS93)  
 Bureau of Finance & Accounting (MS78) - 2 copies

**ATTACHMENT C**  
**SCOPE OF SERVICES**

The DEP has selected the Contractor, through DEP Solicitation No. 2003013C, to conduct upland invasive exotic plant control operations on public conservation lands throughout Florida on a task assignment basis.

**No minimum amount of work is guaranteed under this Contract.**

General

The work to be performed consists of the Contractor furnishing all labor, equipment, and herbicides as described herein for the control of invasive upland exotic plants on public conservation lands, or other available lands, within the State of Florida. The Contractor shall be directed by the Site Manager per the task assignment to perform upland invasive exotic plant control operations. The location of work sites and the priority of invasive upland exotic plant control operations will be specified by the Department of Environmental Protection's (DEP's) Upland Invasive Exotic Plant Program Manager (Contract Manager).

The work will be performed under the supervision of an employee of the Department of Environmental Protection or other individual specified by the Department, as per the task assignment, who will serve as the Department's Site Manager and who may be on the work site at any time during any given work period. The Department's Site Manager is responsible for obtaining all necessary local permits, i.e. burn piles, and will also be responsible for inspecting and approving all control operations outlined in the task assignment scope of work.

The Contractor must have no violations of federal or Florida state laws or regulations related to pesticide use or exotic plant control resolved by mediation, Consent Order or fine within the previous two (2) years.

All work shall be conducted between Monday and Friday, unless approved in advance by the DEP's Site Manager. No work shall be conducted on state-observed holidays.

**Contractor Qualifications**

The contractor must have a minimum of one ground crew supervisor that possesses the following qualifications:

- A. Knowledge and two years of substantial experience in field identification and current control technologies of upland invasive exotic plants common to Florida, including species on the 2001 Florida Exotic Pest Plant Council Category I & II lists.
- B. Current Florida Department of Agriculture and Consumer Services pesticide certification in the Forestry, Right-of-Way, Aquatics or Natural Areas category. All ground crew supervisors shall obtain certification in the Natural Areas category within six months of contract execution.
- C. Sound academic knowledge of ecological principles as they relate to vegetation management.
- D. Current working knowledge of resource management methods, biological processes and vegetation control techniques.
- E. Knowledge of data organization, record keeping, and global position mapping (GPS) techniques.
- F. Ability to work under adverse physical and weather conditions, including high humidity and temperatures; inclement weather; exposure to poisonous plants and reptiles, biting insects; and in hostile terrain.
- G. Ability to operate and conduct field maintenance of vehicles, spray and mechanical removal equipment and to recognize and avoid hazards associated with operating such equipment.

- H. The Contractor shall provide the Department's Contract Manager with the following access numbers: Office telephone; cellular numbers for all supervisors working on DEP projects and; a dedicated FAX line number. These items shall be in good working condition at all times. Additionally, electronic mail addresses for pertinent contractor personnel shall be provided to DEP.

#### Obligations of the Department

The Department agrees as follows:

- A. To instruct the Contractor on the areas and plants to be controlled and provide the Contractor with maps and other information to locate work sites;
- B. To locate sites for the Contractor's equipment as close as possible to the various work sites;
- C. To coordinate work assignments with the Contractor utilizing the Department's Site Manager;
- D. To determine the types of herbicide(s), adjuvants, and mechanical means to be used at each control area; and,
- E. To inspect and approve control services for payment within twenty (20) working days.

#### Obligations of the Contractor

- A. The Contractor shall at all times provide on-site a ground crew supervisor that is certified by the Florida Department of Agriculture and Consumer Services in the Forestry, Right-of-Way, Aquatic or Natural Areas Manager pesticide categories as part of the work force. All ground crew supervisors shall obtain certification in the Natural Areas category within six (6) months of contract execution. The ground crew supervisor/certified applicator may supervise a maximum of eight (8) field employees at any given time, unless specified otherwise in the task assignment. A copy of each supervisor's FDACS certification will be provided to the Site Manager prior to initiation of on-site supervisory duties. At the time of quote submission, the Contractor shall assign a ground crew supervisor(s) to each project task assignment that shall be on-site at all times during control operations until project completion. The ground crew supervisor shall be identified as the contractor's primary contact for that project, and shall be required to review and execute the task assignment. The ground crew supervisor shall be capable of communicating with all crew members in a common language.
- B. Ground Crew Supervisors shall be responsible for: 1) coordination with DEP site manager on a daily/weekly basis; 2) all control activities and safety on project sites; 3) assuring that all contract crews are knowledgeable of, and remain within property and treatment boundaries; 4) assuring appropriate herbicide labels, Material Safety Data Sheets (MSDS's), and a copy of the fully executed task assignment with maps are on site at all times; 5) assuring every effort is made to avoid damage to native vegetation and wildlife.
- C. The Contractor, upon issuance of an executed task assignment, shall initiate control operations at the specified project location within thirty (30) days of the execution of the task. If the Contractor fails to start work within said thirty (30) day time period, the DEP shall have the option to terminate the task assignment and assign to another contractor.
- D. The Contractor will be allowed to subcontract work outlined in an executed task assignment with prior approval of the DEP.
- E. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all federal, state, and local vehicle regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer. DEP reserves the right to request replacement of equipment or personnel if deemed to be unsafe or operating in an unsafe manner.
- F. The Contractor shall properly dispose of all herbicide and adjuvant containers.

- G. It shall be the Contractor's responsibility to exercise care and protect all native vegetation at the project site. The Contractor is responsible for the restoration or replacement of all damaged native vegetation to the satisfaction of the DEP, at no cost to the DEP or the land management agency where control operations occurred. Tree limbs, which interfere with equipment operation and are approved for pruning by the designated site manager, shall be neatly trimmed in accordance with American National Standards Institute (ANSI) Z133.1: "Tree Care Operations- Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush".
- H. The Contractor shall be responsible for and repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of DEP. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, and equipment.
- I. The Contractor shall be responsible for providing applicators with all supplies and equipment for upland invasive exotic plant control, including vehicles, watercraft for transportation to work sites, GPS equipment for collecting site positions, herbicides and adjuvants, sprayers, machetes, hand tools, chainsaws, brush cutters, safety equipment, potable water, and suitable communications capability to facilitate operational coordination and safety of crewmembers. Contractor-supplied airboats, all-terrain vehicles, and buggies will be required to transport crews and supplies to and from treatment sites.
- J. All herbicides shall be purchased by the Contractor as recommended by DEP staff and invoiced with no additional markup. In some projects the DEP may also furnish herbicides, adjuvant, and application rates. The Contractor shall make every effort to purchase and utilize the most economical (generic equivalent) herbicides and adjuvants available.
- K. The Contractor shall be responsible for treatment of 100% of target vegetation identified in project Scopes-of-Work (SOW's) to prevent re-sprouting. All control efforts shall be at least 95% effective in preventing re-sprout of all target vegetation, unless specified in the Task Assignment. If 95% kill rate is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the plant species listed under "Project Goals" in the project area will be the responsibility of the Contractor at no cost to the DEP or contracting entities.
- L. The herbicide and spray additives to be provided and applied by the Contractor may include, but are not limited to, the following:
- (a) Glyphosate (aquatic and terrestrial)
  - (b) Triclopyr
  - (c) Arsenal
  - (d) Escort
  - (e) Non-ionic Surfactant
  - (f) Velpar ULW
  - (g) Velpar L
  - (h) Accord
  - (i) Stalker
  - (j) Plateau
  - (k) Scythe
  - (l) Veteran 720
  - (m) Basal oil
  - (n) Impel Red
  - (o) Diluent Blue
  - (p) Premixes
  - (q) Marker dyes
  - (r) Spreader/Sticker
  - (s) JLB

Adjuvants shall be approved by the Department's Site Manager prior to use.

- M. DEP and the associated land management agency are obligated to reimburse the Contractor for only those activities detailed in the scope of work of the executed task assignment.

- N. All herbicides must be EPA/FDACS registered or have the appropriate Florida Special Local Needs (Section 24(c) FIFRA) registration. ALL HERBICIDES SHALL BE USED IN ACCORDANCE WITH THE EPA LABEL. The Contractor is liable for any penalty, fines or damages resulting from the misuse of herbicides. These herbicides are to be provided, as needed depending on the type of vegetation to be treated.

NOTE: The DEP reserves the right, at its option, to furnish any or all of the herbicides and spray additives to the Contractor to conduct approved control operations.

#### Inspection

The DEP and the Department's Site Manager reserve the right to inspect, at any time, the Contractor's procedures, spray system, spray solution, and other ancillary equipment, and to approve operating personnel. Inspection, however, shall not relieve the Contractor of any obligations or responsibilities nor shall it transfer any liability to the DEP.

The DEP reserves the right to require the Contractor to replace any operating personnel or equipment used in the performance of this contract if the personnel or equipment are violating, or have violated, any state or federal laws; or are unsafe; or for any valid reason. In this event, the Contractor shall immediately, upon written or verbal (to be later reduced to writing) communication from the DEP, provide replacements satisfactory to the DEP at no additional cost.

#### Program Mechanics/ Procedures

When invasive exotic plants have been approved for control operations within the boundaries of a public conservation land:

1. The DEP will notify all DEP's invasive exotic plant control contractors (contractors) within the specific contractor zone of the location, date, and time of a mandatory pre-quote visit at the control site.
2. Included in this notification will be: 1) the scope of work and prescription for the control activities; 2) a map showing the location of the operation; 3) the name and telephone number of the site contact person; 4) directions to the location of the mandatory pre-quote visit, and: 5) the type of quote being requested (fixed price/ time and materials, etc).
3. All contractors will be required to sign an attendance log at the beginning and at the conclusion of the pre-quote visit. Failure of a contractor to attend the entire mandatory pre-quote meeting and sign the attendance sheet at the beginning and the conclusion of the meeting shall disqualify that contractor from submitting a quote for that job.
4. During the pre-quote visit, contractors will be shown: 1) areas that are characteristic of the majority of the operation; 2) areas that are unique (different terrain, endangered species habitat, difficult access, etc); 3) property/control site boundaries and access points; 4) locations for storing supplies, equipment, and appropriate staging areas; and 5) disposal locations of mulched materials, if necessary.
5. Any modifications made to the scope of work and prescription as a result of the mandatory pre-quote visit will be faxed to all contractors, as evidenced by the attendance logs, within 72 hours of adjournment of the pre-quote visit.
6. Contractors shall submit a written itemized quote to DEP within ten (10) working days of the pre-quote visit in order to be considered for bid award.
7. The task assignment will be awarded to the contractor submitting the lowest quote or to a specified contractor (as defined in #8).
8. DEP reserves the right to award a specific task assignment to a specific contractor when circumstances exist that are contrary to the best interest of the state of Florida. These circumstances include, but are not limited to: 1) contractor has unique equipment/ specific experience required on the job site; 2) anticipated project cost under competitive bid amount; 3) workload allocation; and/or 4) response time.

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Three Points Rule

To ensure that DEP contractors provide the best service to public conservation land managers, the following schedule of "points" will be used to afford public lands the quality workmanship and care they deserve. Final determination of assessment of points shall be made by the DEP.

Contractors found culpable of any of the following issues shall be penalized the corresponding point value for said issue, and notified of the incident in writing. Upon accrual of three (3) points, the Contractor will be ineligible to participate in any new pre-quote meetings for a period of one (1) year from date of written notification by DEP.

| <u>ISSUE</u>  | <u>PENALTY (PER EVENT)</u> |
|---|----------------------------|
| 1) Incomplete invoice package   | 1/2                        |
| 2) Unacceptable non-target damage   | 1                          |
| 3) Herbicide contamination/spill  | 1                          |
| 4) Failure to complete the task specifications by completion date*  | 1 1/2                      |
| 5) Unacceptable site disturbance  | 1                          |
| 6) Absence of designated certified ground crew supervisor   | 1                          |
| 7) Failure to notify Site Manager no less than seven (7) days prior to initiating work (unless authorized by DEP) | 1/2                        |
| 8) Failure to maintain communication with site manager on progress/problems and work initiation or completion     | 1/2                        |
| 9) Failure to respond to or conduct retreatment to achieve 95% control level*                                     | 1                          |
| 10) Failure to obtain approval to subcontract   | 1/2                        |

\* unless otherwise established in the task assignment.

Time Eligible and Ineligible for Reimbursement on Fee Schedule Task Assignments:

- A. Eligible Crew operating time is the time the work crew spends during the workday, performing an upland invasive exotic plant control operation in accordance with this solicitation. Eligible crew operating time includes travel from site manager's facility (only if the Contractor is requested to report to the regional office regarding control operations), to control site and includes control operations and travel time from control site to control site and return to vehicle site. Eligible crew operating times does not include: travel time from the Contractor's office to the Department's Site Manager's office, travel time from the Contractor's office or place of lodging to the designated work site, crew time for lunch and break periods, down time for equipment repair or for other crew time delays that may occur that halt control operations.
- B. Eligible adverse weather lost time: During the contract period it is expected that adverse weather (rain and/or wind) will affect the Contractor's crew and equipment operating time. Therefore, in order to minimize the government's expense and Contractor's labor and equipment cost, the Department will allow the Contractor to charge three hours maximum per workday to the contract for adverse weather lost time with the Department's Site Manager approval. The intent of the adverse weather lost time bid item is to allow the Contractor to recover some costs if and when contract operations have to halt due to weather conditions.

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Regions:

The Department has divided the state into seven (7) regions, delineated by county lines.

**REGION I**

Santa Rosa  
Okaloosa  
Walton  
Holmes  
Washington  
Jackson  
Calhoun  
Gulf  
Liberty  
Gadsden  
Leon  
Bay  
Wakulla  
Franklin  
Escambia

**REGION II**

Jefferson  
Taylor  
Madison  
Hamilton  
Suwannee  
Lafayette  
Gilchrist  
Dixie  
Union  
Baker  
Clay  
Duval  
Nassau  
Columbia  
Bradford

**REGION III**

Levy  
Alachua  
Putnam  
Marion  
Citrus  
Sumter  
Hernando  
Pasco  
Lake

**REGION IV**

St. Johns  
Flagler  
Volusia  
Seminole  
Brevard  
Orange  
Indian River  
Okeechobee  
St. Lucie  
Martin  
Osceola

**REGION V**

Pinellas  
Hillsborough  
Manatee  
Sarasota  
Polk  
Hardee  
Desoto  
Highlands  
Glades  
Hendry

**REGION VI**

Palm Beach  
Dade  
Broward  
Collier  
Monroe (Mainland Only)  
Lee  
Charlotte

**REGION VII**

Florida Keys  
(From Key Largo South Only)

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## Master Florida Symbols For use with the Daily Progress Report

| Common Name                  | ABBREV | Scientific Name                  | FLEPPC | Region  |
|------------------------------|--------|----------------------------------|--------|---------|
| air-potato                   | DIBU   | <i>Dioscorea bulbifera</i>       | I      | N,C,S   |
| aquatic soda apple           | SOTA3  | <i>Solanum tampicense</i>        | I      | C, S    |
| arrowhead vine               | SYPO   | <i>Syngonium podophyllum</i>     | I      | C, S    |
| asparagus-fem                | ASDE12 | <i>Asparagus densiflorus</i>     | I      | C, S    |
| Australian pine              | CASUA  | <i>Casuarina species</i>         | I      | N,C,S   |
| bischofia                    | BIJA   | <i>Bischofia javanica</i>        | I      | C, S    |
| Brazilian jasmine            | JAFI   | <i>Jasminum fluminense</i>       | I      | C, S    |
| Brazilian pepper             | SCTE   | <i>Schinus terebinthifolius</i>  | I      | N, C, S |
| Burmia reed, cane grass      | NERE   | <i>Neyraudia reynaudiana</i>     | I      | S       |
| camphor tree                 | CICA   | <i>Cinnamomum camphora</i>       | I      | N,C,S   |
| carrotwood                   | CUAN4  | <i>Cupaniopsis anacardioides</i> | I      | C, S    |
| calclaw mimosa               | MIP1   | <i>Mimosa pigra</i>              | I      | C, S    |
| cat's claw vine              | MAUN3  | <i>Macfadyena unguis-cati</i>    | I      | N, C, S |
| Chinaberry                   | MEAZ   | <i>Melia azedarach</i>           | I      | N,C,S   |
| Chinese or hedge privet      | LISI   | <i>Ligustrum sinense</i>         | I      | N,C,S   |
| Chinese tallow, popoorn tree | SASE5  | <i>Sapium sebiferum</i>          | I      | N, C, S |
| climbing or Christmas cassia | SEPE4  | <i>Senna pendula</i>             | I      | C, S    |
| cogon grass                  | IMCY   | <i>Imperata cylindrica</i>       | I      | N, C, S |
| coral ardisia                | ARCR80 | <i>Ardisia crenata</i>           | I      | N, C    |
| downy rose-myrtle            | RHTO   | <i>Rhodomyrtus tomentosa</i>     | I      | C, S    |
| earleaf acacia               | ACAU   | <i>Acacia auriculiformis</i>     | I      | S       |
| glossy privet                | LILU2  | <i>Ligustrum lucidum</i>         | I      | N, C    |
| Gold Coast jasmine           | JADI2  | <i>Jasminum dichotomum</i>       | I      | C, S    |
| green hygro                  | HYPO3  | <i>Hygrophila polysperma</i>     | I      | N,C,S   |
| guava                        | PSGU   | <i>Psidium guajava</i>           | I      | C, S    |
| hydrilla                     | HYVE3  | <i>Hydrilla verticillata</i>     | I      | N,C,S   |
| incised halberd fern         | TEIN   | <i>Tectaria incisa</i>           | I      | S       |
| jambolan, Java plum          | SYCU   | <i>Syzygium cumini</i>           | I      | C, S    |
| Japanese climbing fern       | LYJA   | <i>Lygodium japonicum</i>        | I      | N, C, S |
| Japanese honeysuckle         | LOJA   | <i>Lonicera japonica</i>         | I      | N,C,S   |
| kudzu                        | PUMO   | <i>Pueraria montana</i>          | I      | N,C,S   |
| lantana, shrub verbena       | LACA2  | <i>Lantana camara</i>            | I      | N,C,S   |
| leather leaf                 | COAS3  | <i>Colubrina asiatica</i>        | I      | S       |
| laurel fig                   | FIMI2  | <i>Ficus microcarpa</i>          | I      | C, S    |
| melaleuca, paper bark        | MEQU   | <i>Melaleuca quinquenervia</i>   | I      | C, S    |
| Mexican petunia              | RUBR   | <i>Ruellia brittoniana</i>       | I      | N, C, S |
| mimosa, silk tree            | ALJU   | <i>Albizia julibrissin</i>       | I      | N, C    |
| mandarin, heavenly bamboo    | NADO   | <i>Nandina domestica</i>         | I      | N       |
| Napier grass                 | PEPU2  | <i>Pennisetum purpureum</i>      | I      | C, S    |
| Old World climbing fern      | LYMI   | <i>Lygodium microphyllum</i>     | I      | C, S    |
| orchid tree                  | BAVA   | <i>Bauhinia variegata</i>        | I      | C, S    |
| oyster plant                 | TRSP8  | <i>Tradescantia spathacea</i>    | I      | S       |
| Pará grass                   | URMU   | <i>Urochloa mutica</i>           | I      | C, S    |
| rosary pea                   | ABPR3  | <i>Abrus precatorius</i>         | I      | C, S    |
| santa maria, mast wood       | CAAN22 | <i>Calophyllum antillarum</i>    | I      | S       |
| sapodilla                    | MAZA   | <i>Manilkara zapota</i>          | I      | S       |
| scaevola, beach naupaka      | SCSE6  | <i>Scaevola sericea</i>          | I      | C, S    |
| schefflera, umbrella tree    | SCAC2  | <i>Schefflera actinophylla</i>   | I      | C, S    |
| seaside mahoe                | THPO3  | <i>Thespesia populnea</i>        | I      | C, S    |
| sewer vine, onion vine       | PACR15 | <i>Paederia crudasiana</i>       | I      | S       |
| shoebuttan ardisia           | AREL4  | <i>Ardisia elliptica</i>         | I      | S       |
| skunk vine                   | PAFO3  | <i>Paederia foetida</i>          | I      | N,C,S   |
| strawberry guava             | PSCA   | <i>Psidium cattleianum</i>       | I      | C, S    |
| Surinam cherry               | EUUN2  | <i>Eugenia uniflora</i>          | I      | C, S    |
| sword fern                   | NEPHR  | <i>Nephrolepis species</i>       | I      | N,C,S   |
| torpedo grass                | PARE3  | <i>Paricm repens</i>             | I      | N,C,S   |
| tropical soda apple          | SOVI2  | <i>Solanum viarum</i>            | I      | N, C, S |
| water lettuce                | PIST2  | <i>Pistia stratiotes</i>         | I      | N,C,S   |
| water-hyacinth               | EICR   | <i>Eichornia crassipes</i>       | I      | N,C,S   |
| waterspinach                 | IPAQ   | <i>Ipomoea aquatica</i>          | I      | C       |
| West Indian marsh grass      | HYAM2  | <i>Hymenachne amplexicaulis</i>  | I      | C, S    |
| white-flowered wandering Jew | TRFL   | <i>Tradescantia fluminensis</i>  | I      | N, C    |

| Common Name                | ABBREV | Scientific Name                      | FLEPPC | Region  |
|----------------------------|--------|--------------------------------------|--------|---------|
| wild taro                  | COES   | <i>Colocasia esculenta</i>           | I      | N,C,S   |
| winged yam                 | DIAL2  | <i>Dioscorea alata</i>               | I      | N,C,S   |
| woman's tongue             | ALLE   | <i>Albizia lebbek</i>                | I      | C, S    |
| alligator weed             | ALPH   | <i>Ailanthonthera philoxeroides</i>  | II     | N, C, S |
| Arabian jasmine            | JASA   | <i>Jasminum sambac</i>               | II     | S       |
| Asian marshweed            | LISE3  | <i>Limnophila sessiliflora</i>       | II     | N, C, S |
| Australian almond          | TEMU2  | <i>Terminalia muelleri</i>           | II     | C, S    |
| bamboo palm                | CHSE17 | <i>Chamaedorea seifritzii</i>        | II     | S       |
| bowstring hemp             | SAHY2  | <i>Sansevieria hyacinthoides</i>     | II     | C, S    |
| Caesar's weed              | URLO   | <i>Urena lobata</i>                  | II     | N, C    |
| calico flower              | ARLI5  | <i>Aristolochia littoralis</i>       | II     | N, C    |
| castor bean                | RICO3  | <i>Ricinus communis</i>              | II     | N, C, S |
| Chinese brake fern         | PTVI   | <i>Pteris vittata</i>                | II     | N, C, S |
| Chinese fan palm           | LICH3  | <i>Livistona chinensis</i>           | II     | C, S    |
| Chinese wisteria           | WISI   | <i>Wisteria sinensis</i>             | II     | N, C    |
| coral vine                 | ANL4   | <i>Antigonon leptopus</i>            | II     | N, C, S |
| crested floating-heart     | NYCR   | <i>Nymphoides cristata</i>           | II     | C, S    |
| day jessamine              | CEDI6  | <i>Cestrum diurnum</i>               | II     | C, S    |
| devil-tree                 | ALMA16 | <i>Alstonia macrophylla</i>          | II     | S       |
| dwarf papyrus              | CYPR17 | <i>Cyperus prolifer</i>              | II     | C       |
| Eurasian water-milfoil     | MYSP2  | <i>Myriophyllum spicatum</i>         | II     | N, C, S |
| false banyan, council tree | FIAL4  | <i>Ficus altissima</i>               | II     | S       |
| flamegold tree             | KOEL   | <i>Koeleruteria elegans</i>          | II     | C, S    |
| Ganges primrose            | ASGA2  | <i>Asystasia gangetica</i>           | II     | C, S    |
| golden bamboo              | PHAU8  | <i>Phyllostachys aurea</i>           | II     | N, C    |
| governor's plum            | FLIN   | <i>Flacourtia indica</i>             | II     | S       |
| green fountain grass       | PESE3  | <i>Pennisetum setaceum</i>           | II     | S       |
| Guinea grass               | PAMA4  | <i>Panicum maximum</i>               | II     | C, S    |
| inch plant, spironema      | CAFR6  | <i>Callisia fragrans</i>             | II     | C, S    |
| Indian rosewood, sissou    | DASI   | <i>Delbergia sissou</i>              | II     | C, S    |
| Jamaican nightshade        | SOJA3  | <i>Solanum jamaicense</i>            | II     | C       |
| lead tree                  | LELE10 | <i>Leucaena leucocephala</i>         | II     | N, C, S |
| life plant                 | KAPI   | <i>Kalanchoe pinnata</i>             | II     | C, S    |
| limpo grass                | HEAL5  | <i>Hemarthria altissima</i>          | II     | C, S    |
| mahoe, sea hibiscus        | HITI   | <i>Hibiscus tiliaceus</i>            | II     | C, S    |
| malanga, elephant ear      | XASA2  | <i>Xanthosoma sagittifolium</i>      | II     | N, C, S |
| Natal grass                | RHRE2  | <i>Rhynchosyrum repens</i>           | II     | N, C, S |
| orange-jessamine           | MUPA4  | <i>Murraya paniculata</i>            | II     | S       |
| paper mulberry             | BRPA4  | <i>Broussonetia papyrifera</i>       | II     | N, C    |
| pothos                     | EPP1   | <i>Epipremnum pinnatum</i>           | II     | C, S    |
| puncture vine, bur-nut     | TRCI2  | <i>Tribulus cistoides</i>            | II     | N, C, S |
| purple sesban, rattlebox   | SEPU7  | <i>Sesbania punicea</i>              | II     | N, C, S |
| queen palm                 | SYRO2  | <i>Syagrus romanzoffiana</i>         | II     | C, S    |
| red sandalwood             | ADPA   | <i>Adenanthera pavonina</i>          | II     | S       |
| rose-apple                 | SYJA   | <i>Syzygium jambos</i>               | II     | C, S    |
| rubber vine                | CRMA10 | <i>Cryptostegia madagascariensis</i> | II     | C, S    |
| Senegal date palm          | PHRE   | <i>Phoenix reclinata</i>             | II     | C, S    |
| shrub morning-glory        | IPCAF  | <i>Ipomoea fistulosa</i>             | II     | C, S    |
| sisal hemp                 | AGSI2  | <i>Agave sisalana</i>                | II     | C, S    |
| solitary palm              | PTEL   | <i>Ptychosperma elegans</i>          | II     | S       |
| susumber, turkey berry     | SOTO4  | <i>Solanum torvum</i>                | II     | N, C, S |
| thorny eleagnus            | ELPU2  | <i>Elaeagnus pungens</i>             | II     | N, C    |
| tropical almond            | TECA   | <i>Terminalia catappa</i>            | II     | C, S    |
| trumpet tree               | CEPA21 | <i>Cecropia palmata</i>              | II     | S       |
| tung oil tree              | ALFO   | <i>Aleurites fordii</i>              | II     | N, C    |
| twin-flowered passion vine | PABI6  | <i>Passiflora biflora</i>            | II     | S       |
| twingleaf nightshade       | SODI2  | <i>Solanum diphyllum</i>             | II     | N, C, S |
| umbrella plant             | CYIN6  | <i>Cyperus involucreatus</i>         | II     | C, S    |
| wax begonia                | BECU   | <i>Begonia cucullata</i>             | II     | N, C    |
| wedelia                    | WETR   | <i>Wedelia trilobata</i>             | II     | N, C, S |
| wood-rose                  | METU2  | <i>Merremia tuberosa</i>             | II     | S       |

Refer to <http://plants.usda.gov> and [www.fleppc.org](http://www.fleppc.org)

**ATTACHMENT D**  
**RATE SCHEDULE**  
**NATURCHEM, INC. - REGION I**

**A. CHEMICAL CONTROL**

- |                                    |             |
|------------------------------------|-------------|
| 1. Ground Supervisor's Hourly Rate | \$35.00/HR. |
| 2. Crew Member Hourly Rate         | \$20.00/HR. |

**B. MECHANICAL CONTROL**

- |  |             |
|--|-------------|
| 1. Equipment Operator's Hourly Rate (EOHR) | \$28.00/HR. |
| 2. Equipment                               |             |

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 90.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 80.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 75.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 75.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 70.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$290.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 75.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$290.00     | HR.         |
| Airboat (12-18')  | \$ 30.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 30.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 8.00      | HR.         |
| Swamp Buggy   | \$ 70.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE \$-0-

NATURCHEM, INC. - REGION II

**A. CHEMICAL CONTROL**

- |                                    |             |
|------------------------------------|-------------|
| 1. Ground Supervisor's Hourly Rate | \$35.00/HR. |
| 2. Crew Member Hourly Rate         | \$20.00/HR. |

**B. MECHANICAL CONTROL**

- |  |             |
|--|-------------|
| 1. Equipment Operator's Hourly Rate (EOHR) | \$28.00/HR. |
| 2. Equipment                               |             |

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 90.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 80.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 75.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 75.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 70.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$290.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 75.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$290.00     | HR.         |
| Airboat (12-18')  | \$ 30.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 30.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 8.00      | HR.         |
| Swamp Buggy   | \$ 70.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE

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**NATURCHEM, INC. - REGION III**

**A. CHEMICAL CONTROL**

- |                                    |             |
|------------------------------------|-------------|
| 1. Ground Supervisor's Hourly Rate | \$35.00/HR. |
| 2. Crew Member Hourly Rate         | \$20.00/HR. |

**B. MECHANICAL CONTROL**

- |  |             |
|--|-------------|
| 1. Equipment Operator's Hourly Rate (EOHR) | \$28.00/HR. |
| 2. Equipment                               |             |

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 90.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 80.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 75.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 75.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 70.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$290.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 75.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$290.00     | HR.         |
| Airboat (12-18')  | \$ 30.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 30.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 8.00      | HR.         |
| Swamp Buggy   | \$ 70.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE

\$-0-

**NATURCHEM, INC. - REGION IV**

**A. CHEMICAL CONTROL**

- |                                    |             |
|------------------------------------|-------------|
| 1. Ground Supervisor's Hourly Rate | \$35.00/HR. |
| 2. Crew Member Hourly Rate         | \$20.00/HR. |

**B. MECHANICAL CONTROL**

- |  |             |
|--|-------------|
| 1. Equipment Operator's Hourly Rate (EOHR) | \$28.00/HR. |
| 2. Equipment                               |             |

- a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 90.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 80.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 75.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 75.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 70.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$290.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 75.00     | HR.         |

- b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$290.00     | HR.         |
| Airboat (12-18')  | \$ 30.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 30.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 8.00      | HR.         |
| Swamp Buggy   | \$ 70.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE

\$-0-

NATURCHEM, INC. - REGION V

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$35.00/HR.
- 2. Crew Member Hourly Rate \$20.00/HR.

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$28.00/HR.
- 2. Equipment

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 90.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 80.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 75.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 75.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 70.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$290.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 75.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$290.00     | HR.         |
| Airboat (12-18')  | \$ 30.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 30.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 8.00      | HR.         |
| Swamp Buggy   | \$ 70.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE \$-0-

**NATURCHEM, INC. - REGION VI**

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$35.00/HR.
- 2. Crew Member Hourly Rate \$20.00/HR.

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$28.00/HR.
- 2. Equipment

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 90.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 80.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 75.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 75.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 70.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$290.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 75.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$290.00     | HR.         |
| Airboat (12-18')  | \$ 30.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 30.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 8.00      | HR.         |
| Swamp Buggy   | \$ 70.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE \$-0-



**NATURECHEM, INC. - REGION VII**

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$35.00/HR.
- 2. Crew Member Hourly Rate \$20.00/HR.

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$28.00/HR.

2. Equipment

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 90.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 80.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 75.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 75.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 70.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$290.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 75.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$290.00     | HR.         |
| Airboat (12-18')  | \$ 30.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 30.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 8.00      | HR.         |
| Swamp Buggy   | \$ 70.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE \$-0-

**ATTACHMENT E**

**SUBCONTRACTOR UTILIZATION REPORT FORM FOR COMMODITIES/SERVICES**

**DIRECTIONS:**

Contractors working for the Florida Department of Environmental Protection (DEP) must complete and submit this attachment with each invoice submitted for payment. Questions regarding use of this form should be directed to the Procurement Section (MS93), Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, Phone 850/245-2361.

| INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED |               | NON-CERTIFIED MBE | NON-PROFIT ORG. |
|--|---------------|-------------------|-----------------|
| BUSINESS CLASSIFICATION  | CERTIFIED MBE |                   |                 |
| OTHER NON-PROFIT   |               |                   |                 |
| 51% OR MORE MINORITY COMMUNITY SERVED                                  |               |                   |                 |
| 51% OR MORE MINORITY OFFICERS  |               |                   |                 |
| BOARD IS 51% OR MORE MINORITY  |               |                   |                 |
| AMERICAN WOMAN   |               |                   |                 |
| NATIVE AMERICAN  |               |                   |                 |
| ASIAN/HAWAIIAN   |               |                   |                 |
| HISPANIC   |               |                   |                 |
| AFRICAN AMERICAN   |               |                   |                 |
| AMERICAN WOMAN   |               |                   |                 |
| NATIVE AMERICAN  |               |                   |                 |
| ASIAN/HAWAIIAN   |               |                   |                 |
| HISPANIC   |               |                   |                 |
| AFRICAN AMERICAN   |               |                   |                 |
| P.R.I.D.E.   |               |                   |                 |
| NON-PROFIT ORGANIZATION  |               |                   |                 |
| GOVERNMENTAL AGENCY  |               |                   |                 |
| SMALL BUSINESS (FEDERAL)   |               |                   |                 |
| SMALL BUSINESS (STATE)   |               |                   |                 |
| NON-MINORITY   |               |                   |                 |

|                                      |       |
|--------------------------------------|-------|
| DEP Contract No.:                    | _____ |
| Invoice Number:                      | _____ |
| Task Assignment No. (if applicable): | _____ |
| Invoice Service Period:              | _____ |

| LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD | LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD |
|---|--|
|   |  |
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|   |  |

| INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED |  |                                       |               |  |  |                   |  |  |                 |  |  |
|--|--|---------------------------------------|---------------|--|--|-------------------|--|--|-----------------|--|--|
| BUSINESS CLASSIFICATION  |  |                                       | CERTIFIED MBE |  |  | NON-CERTIFIED MBE |  |  | NON-PROFIT ORG. |  |  |
|  |  | NON-MINORITY                          |               |  |  |                   |  |  |                 |  |  |
|  |  | SMALL BUSINESS (STATE)                |               |  |  |                   |  |  |                 |  |  |
|  |  | SMALL BUSINESS (FEDERAL)              |               |  |  |                   |  |  |                 |  |  |
|  |  | GOVERNMENTAL AGENCY                   |               |  |  |                   |  |  |                 |  |  |
|  |  | NON-PROFIT ORGANIZATION               |               |  |  |                   |  |  |                 |  |  |
|  |  | P.R.I.D.E.                            |               |  |  |                   |  |  |                 |  |  |
|  |  | AFRICAN AMERICAN                      |               |  |  |                   |  |  |                 |  |  |
|  |  | HISPANIC                              |               |  |  |                   |  |  |                 |  |  |
|  |  | ASIAN/HAWAIIAN                        |               |  |  |                   |  |  |                 |  |  |
|  |  | NATIVE AMERICAN                       |               |  |  |                   |  |  |                 |  |  |
|  |  | AMERICAN WOMAN                        |               |  |  |                   |  |  |                 |  |  |
|  |  | BOARD IS 51% OR MORE MINORITY         |               |  |  |                   |  |  |                 |  |  |
|  |  | 51% OR MORE MINORITY OFFICERS         |               |  |  |                   |  |  |                 |  |  |
|  |  | 51% OR MORE MINORITY COMMUNITY SERVED |               |  |  |                   |  |  |                 |  |  |
|  |  | OTHER NON-PROFIT                      |               |  |  |                   |  |  |                 |  |  |

DEP Contract No.: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Task Assignment No. (if applicable): \_\_\_\_\_

Invoice Service Period: \_\_\_\_\_

| LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD | LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD |
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DEP Contract No.:

Invoice Number:

Task Assignment No. (if applicable):

Invoice Service Period:

LIST NAMES AND ADDRESSES OF SUBCONTRACTORS UTILIZED THIS INVOICE PERIOD

LIST AMOUNT PAID TO EACH SUBCONTRACTOR THIS INVOICE PERIOD

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED

| BUSINESS CLASSIFICATION | NON-CERTIFIED MBE |                |  |  |  | NON-PROFIT ORG.                       |                  |  |  |  |
|-------------------------|-------------------|----------------|--|--|--|---------------------------------------|------------------|--|--|--|
|                         |                   | AMERICAN WOMAN |  |  |  |                                       | OTHER NON-PROFIT |  |  |  |
|                         | NATIVE AMERICAN   |                |  |  |  | 51% OR MORE MINORITY COMMUNITY SERVED |                  |  |  |  |
|                         | ASIAN/HAWAIIAN    |                |  |  |  | 51% OR MORE MINORITY OFFICERS         |                  |  |  |  |
|                         | HISPANIC          |                |  |  |  | BOARD IS 51% OR MORE MINORITY         |                  |  |  |  |
|                         | AFRICAN AMERICAN  |                |  |  |  |                                       |                  |  |  |  |
|                         |                   |                |  |  |  |                                       |                  |  |  |  |
|                         |                   |                |  |  |  |                                       |                  |  |  |  |
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|                         |                   |                |  |  |  |                                       |                  |  |  |  |
|                         |                   |                |  |  |  |                                       |                  |  |  |  |

**SUBCONTRACTOR UTILIZATION REPORT FORM CERTIFICATION:**

I certify that the information provided in the preceding page(s) is accurate as of the last day of the payment period identified on this form.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City, State, Zip Code)

\_\_\_\_\_  
(Phone Number)

DEP 55-217 (08/00)

## ATTACHMENT F

### Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (March 2003) Cost Reimbursement Contracts

Invoices for cost reimbursement contracts must be supported by an itemized listing of expenditures by category (salary, travel, expenses, etc.) Supporting documentation must be provided for each amount for which reimbursement is being claimed indicating that the item has been paid. Check numbers may be provided in lieu of copies of actual checks. Each piece of documentation should clearly reflect the dates of service. Only expenditures for categories in the approved contract budget should be reimbursed.

Listed below are examples of types of documentation representing the minimum requirements:

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.  
  
Pursuant to 216.346, Florida Statutes, a contract between state agencies including any contract involving the State University system or the State Community College system, the agency receiving the contract or grant moneys shall charge no more than 5 percent of the total cost of the contract or grant for overhead or indirect cost or any other cost not required for the payment of direct costs.

The Florida Department of Financial Services, Reference Guide to State Expenditures (March, 2003) can be found at the following web address: [www.dbf.state.fl.us/aadir/reference\\_guide](http://www.dbf.state.fl.us/aadir/reference_guide).

NATURCHEM, INC. - REGION VI

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$35.00/HR.
- 2. Crew Member Hourly Rate \$20.00/HR.

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$28.00/HR.
- 2. Equipment

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 90.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 80.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 75.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 75.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 70.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$290.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 75.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$290.00     | HR.         |
| Airboat (12-18')  | \$ 30.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 30.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 8.00      | HR.         |
| Swamp Buggy   | \$ 70.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE \$-0-

**SOUTHEASTERN CHEMTREAT, INC. – REGION VI**

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$38.00/HR.
- 2. Crew Member Hourly Rate \$23.00/HR.

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$25.00/HR.

2. Equipment

- a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$125.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 45.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 85.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 80.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 90.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 85.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$300.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$125.00     | HR.         |

- b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$ 30.00     | HR.         |
| Airboat (12-18')  | \$ 20.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 15.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 37.50     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 9.50      | HR.         |
| Swamp Buggy   | \$ 20.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

**OUT OF REGION MOBILIZATION FEE \$ 3.00 MILE**



**RANDEL'S LANDCLEARING AND DEVELOPMENT, INC.- REGION VI**

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$36.04/HR.
- 2. Crew Member Hourly Rate \$25.02/HR.

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$30.35/HR.
- 2. Equipment

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$ 71.50     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 15.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 52.50     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 42.10     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 65.10     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 56.70     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$255.00     | HR.         |
| Tub Grinder (400 hp)  | \$275.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 52.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$ 50.00     | HR.         |
| Airboat (12-18')  | \$ 25.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 22.50     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 5.00      | HR.         |
| Swamp Buggy   | \$ 28.95     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

OUT OF REGION MOBILIZATION FEE \$0.00

AQUATIC PLANT MANAGEMENT INC. - REGION VI

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$38.00/HR.
- 2. Crew Member Hourly Rate \$14.00/HR.

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$40.00/HR.
- 2. Equipment

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$100.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 30.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 55.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 45.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 95.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 55.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$195.00     | HR.         |
| Tub Grinder (400 hp)  | \$335.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$135.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$ 35.00     | HR.         |
| Airboat (12-18')  | \$ 20.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 12.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 12.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 10.00     | HR.         |
| Swamp Buggy   | \$ 15.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 5.00      | HR.         |

|                                       |                |             |
|---------------------------------------|----------------|-------------|
| <b>OUT OF REGION MOBILIZATION FEE</b> | <b>\$ 2.00</b> | <b>MILE</b> |
|---------------------------------------|----------------|-------------|

HABITAT RESTORATION RESOURCES, INC.- REGION VI

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$23.00/HR.
- 2. Crew Member Hourly Rate \$16.00/HR.

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$25.00/HR.
- 2. Equipment

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the selected contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$120.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 25.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 75.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 65.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$150.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 90.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$400.00     | HR.         |
| Tub Grinder (400 hp)  | \$400.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$175.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the selected contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$ 45.00     | HR.         |
| Airboat (12-18')  | \$ 35.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 25.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 10.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 15.00     | HR.         |
| Swamp Buggy   | \$ 40.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 3.00      | HR.         |

|                                |         |      |
|--------------------------------|---------|------|
| OUT OF REGION MOBILIZATION FEE | \$ 1.00 | MILE |
|--------------------------------|---------|------|

**WALKER EXOTIC TREE ERADICATION & MITIGATION, LTD - REGION VI**

**A. CHEMICAL CONTROL**

- 1. Ground Supervisor's Hourly Rate \$40.00/HR.
- 2. Crew Member Hourly Rate \$20.00/HR

**B. MECHANICAL CONTROL**

- 1. Equipment Operator's Hourly Rate (EOHR) \$25.00/HR.
- 2. Equipment

a. The prices given for the following equipment shall not include the cost of an equipment operator. When any of these pieces of equipment is used, the Contractor may charge the EOHR (see B.1. above) for the equipment operator in addition to the equipment cost.

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| Tracked 5' Mowing Deck                                      | \$ 25.00     | HR.         |
| Roller Chopper (6' wide; 5' diameter)                       | \$ 30.00     | HR.         |
| D-6 Bull Dozer (root rake, blade)                           | \$ 40.00     | HR.         |
| D-5 Front end loader (root rake, 2 1/2 yd. bucket)          | \$ 40.00     | HR.         |
| Feller/Buncher (200 hp min. with disk saw for 20-22' trees) | \$ 95.00     | HR.         |
| John Deere 648 Skidder or equivalent                        | \$ 40.00     | HR.         |
| 24" Diameter 400 hp Whole Tree Chipper                      | \$ 70.00     | HR.         |
| Tub Grinder (400 hp)  | \$375.00     | HR.         |
| "Hydro-Ax" Mower or equivalent                              | \$ 70.00     | HR.         |

b. The prices given for the following equipment shall not include the cost of an operator. When any of these pieces of equipment are used, the Contractor shall charge the crew member hourly rate for the equipment operator in addition to the equipment cost (EOHR may not be charged).

|   | <u>PRICE</u> | <u>UNIT</u> |
|---|--------------|-------------|
| 12" Diameter Diesel Chipper                             | \$ 20.00     | HR.         |
| Airboat (12-18')  | \$ 20.00     | HR.         |
| 12-18' Skiff with Outboard motor                        | \$ 10.00     | HR.         |
| Truck Mounted Spray Tank                                | \$ 15.00     | HR.         |
| All Terrain Vehicle (ATV)<br>(Includes 4 or 6 WD, Agro) | \$ 10.00     | HR.         |
| Swamp Buggy   | \$ 15.00     | HR.         |
| Chainsaws/Polesaws                                      | \$ 4.00      | HR.         |

|                                |         |      |
|--------------------------------|---------|------|
| OUT OF REGION MOBILIZATION FEE | \$ 0.55 | MILE |
|--------------------------------|---------|------|