

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

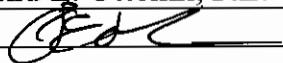
Blue Sheet No. 20060239

1. ACTION REQUESTED/PURPOSE: Approve budget transfer in the amount of \$220,000 comprised of \$100,000 in revenues and \$120,000 in expenses from Project 408534, SFWMD Grant Projects to Project 408580, Estero River Maintenance providing for exotic vegetation and debris removal from the Estero River and its tributaries. South Florida Water Management District has issued Purchase Order PC P601115 (see attached) in the amount of \$100,000 as their contribution toward this work.

2. WHAT ACTION ACCOMPLISHES: Provides funding for exotic vegetation removal on the Estero River and its tributaries.

3. MANAGEMENT RECOMMENDATION: Staff recommends approval.

4. Departmental Category: 08 **C8C** **5. Meeting Date:** 03-14-2006

6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)		8. Request Initiated:	
	<input type="checkbox"/> Statute	<input type="checkbox"/>	Commissioner _____	
	<input type="checkbox"/> Ordinance	<input type="checkbox"/>	Department Public Works	
	<input type="checkbox"/> Admin. Code	<input type="checkbox"/>	Division Natural Resources	
	<input checked="" type="checkbox"/> Other	<input type="checkbox"/>	By: Roland E. Ottolini, P.E.	
	<input type="checkbox"/> Agreement	<input type="checkbox"/>		

9. Background:
Many areas along the Estero River experience localized flooding after storm events. In order to help alleviate the flooding problems, the South Florida Water Management District has partnered with Lee County on several projects to remove invasive exotic vegetation and debris from the Estero River and its tributaries. Maintenance of river tributaries allows for stormwater to be released at different locations along the river. The purpose of this work is to reduce flooding by removing blockages within two major outfall channels that collect water from roadside ditches and discharge to the Estero River.

The District has processed Purchase Order PC P60115 in the amount of \$100,000 to assist in completion of this work. Lee County will provide \$20,000 in project management and shoreline re-plantings.

Attachments: South Florida Water Management District Purchase Order PC P601115
Transfer of Funds

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director
					Analyst	Risk	Grants	
<i>J. Jander</i> 2-28-06	N/A	N/A	N/A	<i>J.S.</i> 2/28/06	<i>3/1/06</i>	<i>3/1/06</i>	<i>3/1/06</i>	<i>J. Jander</i> 2-28-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
<i>2-28-06</i>
<i>4:53</i>
COUNTY ADMIN FORWARDED TO:
<i>3/2/06</i>
<i>4:20</i>

Rec. by CoAtty
Date: <i>2/28/06</i>
Time: <i>3:15 PM</i>
Forwarded To: Cc: <i>Def.</i>
<i>2-28-06</i>

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: General Revenue Fund DATE: 02/27/06 BATCH NO.: _____

FISCAL YEAR: 05/06 FUND NO.: 00100 DOC. TYPE: YB LEDGER TYPE: BA

TO: Maintenance Projects Water Resources Maintenance Projects
 (Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
 Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
 (Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
40853400100.337300.9006	SFWMD Grants	\$100,000
40858000100.503490	Other Contracted Services	\$120,000

TOTAL TO: \$220,000

FROM: Maintenance Projects Water Resources Maintenance Projects
 (Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
40858000100.337300.9006	SFWMD Grants	\$100,000
40853400100.503490	Other Contracted Services	\$120,000

TOTAL FROM: \$220,000

EXPLANATION: To fund Estero River Maintenance, Project 408580 and provide mechanism to utilize \$100,000 in funding from South Florida Water Management District P.O. PC P601115.

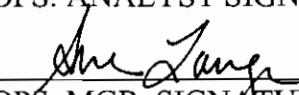
 2/27/06
 DIVISION DIRECTOR SIGNATURE/DATE

 2.28.06
 DEPARTMENT HEAD SIGNATURE/DATE

DBO: APPROVAL DENIAL

 3-1-06
 OPS. ANALYST SIGNATURE DATE

OPS. MGR.: APPROVAL DENIAL

 3/2/06
 OPS. MGR. SIGNATURE DATE

CO. MGR.: APPROVAL DENIAL

 CO. MANAGER SIGNATURE DATE

BCC APPROVAL DATE: _____

 BCC CHAIRMAN SIGNATURE

BA. NO. _____ AUTH CODE _____ TRANS DATE _____



South Florida Water Management District
 P.O. Box 24680
 West Palm Beach, FL 33416-4680
 Telephone (561) 686-8800, Ext. 6390
 Florida WATS Line 1-800-432-2045

PURCHASE ORDER

FLORIDA SALES TAX EXEMPTION # 85-8013149859C-9
 FEDERAL TAX EXEMPT # 59-74-0072K

THIS IS A CENTRALIZED PURCHASE AUTHORIZATION.
 ALL ITEMS ARE SHIPPED F.O.B DESTINATION
 UNLESS FREIGHT CHARGES ARE ITEMIZED BELOW

THIS NUMBER MUST APPEAR ON ALL PACKAGES, PACKING LISTS, INVOICES, AND CORRESPONDENCE.
 → PC P601115

PAYMENT TERMS
 NET 30

PAGE NO. 01 DATE OF ORDER 02 23 06 EST. DELIVERY DATE 09 30 06

VENDOR NO. 890 PURCHASING AGENT I PATRICK RYAN

F.O.B DESTINATION CONFIRMING NO ORGANIZATION NO. 4450

**V
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R**
 LEE CNTY
 PO BOX 398
 FT MYERS FL 33902-0398

**S
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 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 MS: 4450 FORT MYERS AREA OFFICE
 2301 MCGREGOR BLVD
 FT MYERS FL 33901

LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT

Line	Quantity	Unit	Part Number and Description	Unit Price	Total Amount
001	50,000.000	EACH	DITCH 1/INVOICE W/LETTER REPORT & SITE INSPECTION	1.000000	50,000.00
002	45,000.000	EACH	DITCH 2/INVOICE W/LETTER REPORT & SITE INSPECTION	1.000000	45,000.00
003	5,000.000	EACH	FOLLOW UP HERBICIDAL TREATMENT PRICING PER WRITTEN QUOTATION DTD. 2/21/2006 FROM ROLAND OTTOLINI, P.E., DIRECTOR. LEE COUNTY DIVISION OF NATURAL RESOURCES SHALL PERFORM ESTRO BAY TRIBUTARY RESTORATION WITH FUNDS BEING MADE AVAILABLE BY THE SFWMD AND APPROVED BY LEE COUNTY BOARD OF COMMISSIONERS. LEE COUNTY SHALL PERFORM THIS RESTORATION EFFORT IN ACCORDANCE WITH ATTACHMENT "A", STATEMENT OF WORK ATTACHED HERETO AND BY THIS REFERENCE IS MADE A PART OF THIS PURCHASE ORDER. SFWMD CONTACT: SCOTT LEGG @ 239 338-2929, EXT. 7777 ATTN: ROLAND OTTOLINI, P.E.	1.000000	5,000.00

FAXED

NOTE: • Prices displayed govern this purchase order transaction.
 • Early payment discount invoices receive priority handling.
 • The attached Purchase Order Terms & Conditions, Pages 1 through 2, are applicable.

Page Total	100,000.00
Grand Total	100,000.00

SEND ALL INVOICES TO:
 South Florida Water Management District
 P.O. Box 24682
 West Palm Beach, FL 33416-4682

Patrick M. Ryan
 Authorized Agent
 SOUTH FLORIDA WATER MANAGEMENT DISTRICT
 An Equal Opportunity Employer - M/F/H/V

VENDOR Copy

PURCHASE ORDER TERMS AND CONDITIONS

This PURCHASE ORDER constitutes a binding contract between the South Florida Water Management District (DISTRICT) and the VENDOR as named on the PURCHASE ORDER when accepted by the VENDOR either by express acknowledgment or by commencement of work or shipment without reservations.

INVOICES AND PAYMENTS. The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable, and, if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoices shall reference the DISTRICT's PURCHASE ORDER number and shall be mailed to ACCOUNTS PAYABLE, South Florida Water Management District, Box 24682, West Palm Beach, FL 33416-4680. It is the policy of the DISTRICT that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Section 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all DISTRICT requirements as specified in the PURCHASE ORDER for invoice submission. The time at which payment shall be due from the DISTRICT shall be forty-five (45) days from receipt of a proper invoice and acceptance of deliverables, based on compliance with the statutory requirements set forth in Section 218.70, F.S. and upon satisfaction of the DISTRICT conditions that are detailed herein. If all conditions are met and payment is not made by the DISTRICT in this timeframe, interest shall accrue after 30 days at the rate of 1% per month on the unpaid balance. The VENDOR must invoice the DISTRICT for any accrued unpaid interest.

INDEMNIFICATION. For value received, the VENDOR shall indemnify and hold the DISTRICT, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the VENDOR and other persons employed or utilized by the VENDOR in the performance of the PURCHASE ORDER. The VENDOR further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this PURCHASE ORDER. This paragraph shall survive the expiration or termination of this PURCHASE ORDER.

TERMINATION FOR DEFAULT. In accordance with DISTRICT Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the PURCHASE ORDER. If the VENDOR materially fails to fulfill its obligations under this PURCHASE ORDER, the DISTRICT will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The VENDOR shall have thirty (30) days to cure the breach. If the VENDOR fails to cure the breach within the thirty (30) day period, the DISTRICT shall issue a Termination for Default Notice. Once the DISTRICT has notified the VENDOR that it has materially breached its PURCHASE ORDER with the DISTRICT, the DISTRICT's Governing Board shall determine whether the VENDOR should be suspended from doing future work with the DISTRICT, and if so, for what period of time. Should the DISTRICT terminate for default in accordance with this provision, the DISTRICT shall be entitled to recover recoupment costs in addition to all other remedies under law and/or equity.

TERMINATION FOR CONVENIENCE. The DISTRICT may terminate this PO with or without cause at any time for convenience upon 30 calendar days prior written notice to the VENDOR. In the event of termination for convenience, the DISTRICT shall compensate the VENDOR for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this PURCHASE ORDER. The DISTRICT may withhold all payments to the VENDOR for such work until such time as the DISTRICT determines the exact amount due to the VENDOR. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation.

RECORDS RETENTION/AUDIT. The VENDOR shall maintain all records, books and documents pertinent to the performance of this PURCHASE ORDER in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of 5 years from final payment under this PURCHASE ORDER. Records relating to any legal disputes arising from performance under this PURCHASE ORDER shall be made available until final disposition.

NONDISCRIMINATION. The VENDOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age or sex, from participation in, denied the benefits of, or otherwise be subjected to discrimination in any activity hereunder. The VENDOR shall take all measures necessary to effectuate these assurances.

PUBLIC ENTITY CRIMES/SDN LIST. The VENDOR, by its execution of this PURCHASE ORDER or by commencement of shipment with reservations, acknowledges and attests that neither it, nor any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the DISTRICT is included on the U.S. Department of Treasury's List of Specially Designated Nationals and Blocked Persons, is a State of Florida convicted vendor or is included on State of Florida's discriminatory vendor list; and if the VENDOR or any affiliate of the VENDOR has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since placement on one of these lists. The VENDOR further understands and accepts that this PURCHASE ORDER shall be either void or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the laws and regulations of the U.S. Department of Treasury and/or the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

PUBLIC ACCESS. The VENDOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the VENDOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the VENDOR.

DISTRICT'S TAX EXEMPTION. The VENDOR shall not utilize the DISTRICT's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The VENDOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

ASSIGNMENT/GUARANTOR. The VENDOR shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this PURCHASE ORDER without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be null and void. The VENDOR shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

FORCE MAJEURE. Notwithstanding any provisions of this PURCHASE ORDER to the contrary, the parties shall not be held liable for any failure or delay in the performance of this PURCHASE ORDER that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this PURCHASE ORDER shall otherwise remain in effect.

AMENDMENTS. This Purchase Order may be amended or rescinded only with the written approval of the parties hereto.

ORDER OF PRECEDENCE. Any inconsistency in this PURCHASE ORDER shall be resolved by giving precedence in the following order: (1) PURCHASE ORDER terms and conditions; (2) Specifications; (3) all other documents, including, but not limited to, drawings, descriptions, sample(s).

ENTIRE AGREEMENT. This PURCHASE ORDER states the entire understanding and agreement between the parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this PURCHASE ORDER. The Florida Uniform Commercial Code (Chapters 671-679, Florida Statutes) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This PURCHASE ORDER shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

Additional Terms and Conditions for Commodities:

COMPLIANCE. The VENDOR, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING. All materials, drawings or other items provided by the DISTRICT to the VENDOR remain the property of the DISTRICT and will be returned to the DISTRICT upon demand. All containers, reels or pallets shipped with goods by the VENDOR are to remain the property of the DISTRICT unless otherwise agreed to in writing.

SHIPMENT UNDER RESERVATION PROHIBITED. VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

DELIVERY TERMS & TRANSPORTATION CHARGES. Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the PURCHASE ORDER. If the DISTRICT agrees in writing to reimburse the VENDOR for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the VENDOR at the VENDOR's risk and expense.

VENDOR TO PACKAGE GOODS. VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) VENDOR's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. VENDOR shall bear the cost of packaging unless otherwise specified in the PURCHASE ORDER.

PRICES QUOTED. The VENDOR's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the PURCHASE ORDER.

DISTRICT'S RIGHT TO CANCEL. The DISTRICT reserves the right to cancel all or part of this PURCHASE ORDER, without obligation, if acceptance is not expressed by the VENDOR either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

VENDOR NOT TO LIMIT WARRANTY. The Vendor shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. The VENDOR warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished.

TERMS/PROVISIONS. Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law.

Additional Terms and Conditions for Services:

STATEMENT OF SERVICES. The CONTRACTOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work", attached to this PO and incorporated herein. As part of the services to be provided by the CONTRACTOR under this PO, the CONTRACTOR shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analyses, scientific theories, data, reference materials and research notes to formulate its opinions and testimony. This paragraph shall survive the expiration or termination of this PO. The parties agree that time is of the essence in the performance of each and every obligation hereunder. In the event CONTRACTOR employees or hired workers are authorized by the Statement of Work to perform services on-site at DISTRICT facilities, the CONTRACTOR hereby agrees to be bound by the DISTRICT policies and standards of conduct listed in

the attached "Contractor Policy Code Acknowledgement" and shall require each individual performing such on-site work to execute the form.

COMPENSATION/CONSIDERATION. The total consideration for all work required by the DISTRICT pursuant to the PO shall not exceed the amount indicated on the PO. Such amount includes all expenses the CONTRACTOR may incur and therefore no additional compensation shall be authorized. The CONTRACTOR, by executing the PO or by commencement of work without reservations, certifies to truth-in-negotiation, specifically, that wage rates and other actual unit costs supporting the consideration are accurate, complete and current at the time of contracting. If the total consideration for this PO is subject to multi-year funding allocations, funding for each applicable fiscal year of this PO will be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this PO shall terminate upon expenditure of the current funding, notwithstanding other provisions in this PO to the contrary. The DISTRICT will notify the CONTRACTOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this PO.

INSURANCE. The CONTRACTOR shall procure and maintain, through the term of this PO, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers' compensation insurance. The coverage required shall extend to all employees and subcontractors of the CONTRACTOR. The attached Certificate of Insurance shall be completed in full, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the DISTRICT as added insured as required.

OWNERSHIP. The DISTRICT shall retain exclusive title, copyright and other proprietary rights in all work items, including, but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the CONTRACTOR under this PO. The CONTRACTOR shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use any proprietary software, if any. Any equipment purchased by the CONTRACTOR with DISTRICT funding shall be returned and title transferred from the CONTRACTOR to the DISTRICT upon expiration or termination of the PO.

COMPLIANCE/LICENSES. The CONTRACTOR, its employees, subcontractors or assigns, shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the PO. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the CONTRACTOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of the PO. In the event it is necessary for either party to initiate legal action regarding the PO, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

INDEPENDENT CONTRACTOR. The CONTRACTOR shall be considered an independent contractor and nothing in this PO shall be interpreted to establish any relationship other than that of an independent CONTRACTOR between the parties and their respective employees, agents, subcontractors or assigns, during or after the term of the PO. Both parties are free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the CONTRACTOR and the CONTRACTOR shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the PO.

SEVERABILITY. Should any term or provision of this PO be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PO, to the extent that the PO shall remain operable, enforceable and in full force and effect to the extent permitted by law. Instructions for all notices are set forth on the PO.

DISPUTES. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

IMMIGRATION. The CONTRACTOR shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the CONTRACTOR and made available for inspection on demand by the District. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the CONTRACT. The CONTRACTOR shall maintain records verifying the rate of pay for each employee working on this CONTRACT and make such records available for inspection on demand by the District. Failure to comply with these provisions shall be a material breach of the CONTRACT and cause for termination of the CONTRACTOR.

CHANGE IN PERSONNEL. The District may at any time and at its sole discretion request that the CONTRACTOR replace any CONTRACTOR personnel provided by the CONTRACTOR to work on this CONTRACT if the District believes that it is in the best interest of the District to do so. The District may, but will not be required to provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the District's written request for a change of personnel. The CONTRACTOR will place the above language in any CONTRACT that it has with subcontractors. The CONTRACTOR will enforce the replacement of subcontractor personnel upon a request by the District.

ATTACHMENT "A"

STATEMENT OF WORK Estero Tributary Restoration

1.0 Introduction

In 2003, the South Florida Water Management District (District) entered into an Agreement with Lee County (County) for the removal of invasive exotic vegetation and debris from impacted tributaries of the Estero River.

Many areas along the Estero River experience localized flooding after storm events. During the summer of 1995, much of Lee County became inundated with floodwaters for extended periods of time. Historically, stormwater sheet flowed toward the Estero River. When the region's ground became saturated with summer rainfall, water traveled overland blending watersheds as the flow continued to the river. Today, storm water conveys through wetland systems, into the tributaries of the Estero, and ultimately outflows into the River itself. Tributaries must be maintained to release stormwater at different locations along the river.

Localized flooding occurring in Estero has been aggravated by the construction of numerous planned developments that discharge stormwater into the roadside ditches along West Broadway Street. The impacted area includes not only planned developments, but also single-family homes, and mobile home parks. The flooding may be reduced by the removal of blockages within two major outfall channels that collect water from the roadside ditches and discharge that water into the Estero River.

2.0 Objectives

The purpose of this project is to remove invasive exotic vegetation and debris from impacted tributaries of the Estero River. The project work areas proposed include two channels that drain water from W. Broadway St. to the Estero River.

3.0 Scope of Work

The scope of work for this agreement consists of the County removing exotic vegetation and debris from tributaries to the Estero River. The project will consist of mechanical and hand removal using chainsaws and minimal heavy equipment as needed to transport debris from the bank area. All exotic species greater than 18" in height or greater than three (3) inches will be cut as near to the ground as conventional tools permit and then treated with an approved herbicide within 30 minutes. In addition, the project will:

- Treat all other living nuisance vegetation via hand sprayed herbicide.
- Remove all downed trees, dead palms, limbs, dead or dying shrubbery, and bushy vegetation from the top of the bank down to the water line at the time of the operations will be removed.

- Remove all foreign debris from the top of bank down to and including items in the water.
- Dispose of horticultural debris by mulching/chipping and leaving on site if such activity can be conducted without dispersion within the ditch or any wetland area, or;
- All material which cannot be mulched or chipped onsite will be hauled to a Department of Environmental Protection approved disposal site.
- Follow-up herbicidal treatment at the above areas will be conducted within 90 days of initial exotic removal.

4.0 Work Breakdown Structure

The County shall be responsible for the satisfactory completion of this project and may retain contractors to complete the removal of exotic vegetation and debris from the project area.

The County, or its assigned agent, is responsible for project management, budget implementation, and quality control. The County is also responsible for reviewing and approving deliverables from contractors to ensure the project objectives are met.

The following scope of work shall be performed:

Task 1: Ditch 1:

The project will consist of the mechanical, manual, or herbicidal removal of invasive exotic vegetation, debris, and nuisance vegetation for:

- Ditch 1 - 3100 l.f. of the ditch that runs from Trailside Dr. southwest under W. Broadway St. and then across a preserve jointly owned by Lee County and the State of Florida to its outfall into the Estero River.

Deliverable: Submission of invoice for reimbursement accompanied by either a status report with pictures or site inspection by District project manager.

Task 2: Ditch 2:

The project will consist of the mechanical, manual, or herbicidal removal of invasive exotic vegetation, debris, and nuisance vegetation for:

- Ditch 2 - 680 l.f. ditch that runs form W. Broadway south adjacent to the Riverwoods Plantation boat ramp property to its outfall into the Estero River.

Deliverable: Submission of invoice for reimbursement accompanied by either a status report with pictures or site inspection by District project manager.

Task 3: Follow-up Chemical Treatment

Follow-up herbicidal treatment in all project areas.

Deliverable: Submission of invoice for reimbursement accompanied by either a status report with pictures or site inspection by District project manager.

5.0 County Responsibility

The County shall be responsible for the satisfactory completion of all work under this project including the hiring of contractors and oversight of the work.

SCHEDULE "D"
PAYMENT AND DELIVERABLES SCHEDULE

This is a cost share project with Lee County's contribution to be in-kind project management costs, not to exceed \$10,000. The District's share is not to exceed \$100,000.

Total payment by the District shall not exceed the amount of \$100,000. Adequate documentation shall accompany invoices to support actual expenditures incurred by the County within the not-to-exceed amounts specified below in accordance with the Agreement. Payment by the District is further subject to receipt of quarterly progress reports from the County with documentation to demonstrate completion of each task in accordance with Exhibit "C" Statement of Work requirements. The County is responsible for reviewing and approving deliverables from consultants ensuring that project objectives are met.

Task	Deliverable	Due Date* (Estimated) from time of Contract Execution	Local Match	District Not To Exceed***	Total Project Cost
Task 1: Ditch 1	Invoice with Letter Report and District PM Site Inspection	4 months June 30, 2006	\$5,000	\$50,000	
Task 2: Ditch 2	Invoice with Letter Report and District PM Site Inspection	7 months September 30, 2006	\$4,500	\$45,000	
Task 3: Follow up Herbicidal Treatment	Invoice with Letter Report and District PM Site Inspection	7 months September 30, 2006	\$500	\$5,000	
TOTALS			\$10,000	\$100,000*	110,000

*All dates referenced are from the date of execution of this agreement and are estimated.

**The District shall only be obligated to pay for documented actual expenditures within the total not-to exceed amount shown above. In the event that the expenditures for the above tasks are less than the total not-to-exceed amount, the County shall have the right to apply the unexpended balance towards a subsequent task. The County shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed the \$100,000. The County is responsible for any additional funds either through local revenues, grants, other appropriations, and/or funding sources.

*** Status reports and pay requests for this task may be submitted on a monthly basis.