

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

Blue Sheet No. 20070643

1. ACTION REQUESTED/PURPOSE: Authorize Lee County Parks and Recreation to accept \$95,000 from the South Florida Water Management District (SFWMD) to restore the habitat diversity and productivity of the spoil sites at Caloosahatchee Creeks Preserve, which was acquired by the Conservation 20/20 program. Approve Budget Amendment in the amount of \$95,000 and amend the FY 06/07 Conservation 20/20 budget accordingly.

2. FUNDING SOURCE: Fund - Capital Improvement-Environmentally Sensitive Land; Program - Parks and Recreation Operations; Project - Conservation 20/20 - Caloosahatchee Creeks Preserve

3. WHAT ACTION ACCOMPLISHES: Allows restoration of the habitat at Caloosahatchee Creeks Preserve.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: 11

CIIA

6. Meeting Date: 5/1/2007

7. Agenda:

8. Requirement/Purpose: (specify)

9. Request Initiated:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	Commissioner
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department: Parks & Recreation
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	By: John Yarbrough, Director of Parks and Recreation
<input type="checkbox"/> Walk-On		<i>John Yarbrough</i>

10. Background: On May 11, 2004 and on June 14, 2005, the Lee County Board of County Commissioners accepted funds for removal of exotic vegetation on spoil areas at the Caloosahatchee Creeks Preserve. The County having acquired, through the Conservation 20/20 program in 2000, the Caloosahatchee Creeks Preserve has such spoil areas targeted for restoration. This project will continue work previously performed at this preserve. The site includes 106.6 acres of tidal wetlands as well as spoil areas that have been impacted by invasion of the exotic invasive plant Brazilian pepper. Australian pines also occur along upland and transitional wetlands and shoreline areas. The majority of these exotics have been removed, however, additional Brazilian pepper and Australian pines need to be removed along the shoreline and retreatment of new growth exotics is ongoing. Control efforts will involve mechanically removing the exotics and following up with herbicide treatments. Native plantings will be put in their place.

Project breakdown: \$95,000 from SFWMD
 \$25,000 from US Fish and Wildlife Service
 \$70,000 from Conservation 20/20 management budget
 Total Project Cost: \$190,000

11. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/ P.W. Director
<i>JY</i>				<i>W. Hayes</i>	Analyst <i>DEH</i>	Risk <i>MA</i>	Grants <i>MA</i>	Mgr. <i>MA</i>	<i>[Signature]</i>
<i>4-17-07</i>					<i>4/19/07</i>	<i>4/19/07</i>	<i>4/19/07</i>	<i>4/19/07</i>	

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: <i>4/17/07</i>
Time: <i>2:35pm</i>
Forwarded To: <i>CAD 3:45pm</i>

RECEIVED BY COUNTY ADMIN: <i>OK</i>
<i>4/17/07</i>
<i>4pm</i>
COUNTY ADMIN FORWARDED TO: <i>PL</i>
<i>4/19/07</i>
<i>2:15pm</i>

RESOLUTION

Amending the Budget of Capital Improvement Environmentally Sensitive Land Mgmt Fund 30105 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2006-2007.

WHEREAS, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvement Environmentally Sensitive Land Mgmt Fund 30105 budget for \$95,000 of the unanticipated revenue from the SFWMD and an appropriation of a like amount for exotics removal at Caloosahatchee Creeks Preserve and;

WHEREAS, the Capital Improvement Environmentally Sensitive Land Mgmt Fund 30105 budget shall be amended to include the following amounts which were previously not included.

ESTIMATED REVENUES

Prior Total:		\$27,328,915
Additions		
KH5722030105.337700.9009	SFWMD CCP	95,000
Amended Total Estimated Revenues		\$27,423,915

APPROPRIATIONS

Prior Total:		\$27,328,915
Additions		
KH5722030105.503190.216	Other Professional Services	95,000
Amended Total Appropriations		\$27,423,915

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that the Capital Improvement Environmentally Sensitive Land Mgmt Fund 30105 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this ____ day of _____, 2007.

ATTEST:
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
DEPUTY CLERK

CHAIRMAN

APPROVED AS TO FORM

OFFICE OF COUNTY ATTORNEY

DOC TYPE YA
LEDGER TYPE BA



South Florida Water Management District
 P.O. Box 24680
 West Palm Beach, FL 33416-4680
 Telephone (561) 686-8800, Ext. 6391
 Toll Free Line 1-800-432-2045

PURCHASE ORDER

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

ALL ITEMS ARE SHIPPED F.O.B DESTINATION UNLESS FREIGHT CHARGES ARE ITEMIZED BELOW.

VENDOR NO. 113823	PURCHASING AGENT RYAN, PATRICK	F.O.B DESTINATION	CONFIRMING NO
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V E N D O R	LEE CNTY PARKS & RECREATION 3410 PALM BEACH BLVD FT MYERS FL 33916	S H I P T O	SOUTH FLORIDA WATER MANAGEMENT DISTRICT LOWER WEST COAST SERVICE CENTER 2301 MCGREGOR BOULEVARD FORT MYERS FL 33901
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LINE ITEMS OF YOUR INVOICE MUST MATCH LINE ITEM NUMBERS ON THIS DOCUMENT

Line	Quantity	Unit	Part Number and Description	Unit Price	Total Amount
1	1	AU	PERFORM RESTORATION WORK	95,000.00	95,000.00
10	25,000	EA	ENGINEERING/PERMITTING	1.00	25,000.00
20	70,000	EA	RESTORATION CONSTRUCTION	1.00	70,000.00

PRICING PER WRITTEN QUOTATION DATED FEBRUARY 14, 2007 FROM CATHY OLSON, CONSERVATION 20/20 SENIOR SUPERVISOR, LEE COUNTY.

UNDER A COOPERATIVE AGREEMENT, LEE COUNTY WITH FUNDING SUPPORT FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) AND OTHER PARTNERS SHALL PERFORM RESTORATION WORK IN ACCORDANCE WITH ATTACHMENT "A", STATEMENT OF WORK HEREBY REFERENCED AND MADE A PART OF THIS PURCHASE ORDER.

THE ITEM COVERS THE FOLLOWING SERVICES:

SFWMD CONTACT: STEVE SENTES AT 239 338-2929, EXT.7754
 ATTENTION: CATHY OLSON, FAX: 239 461-7460

PLEASE ACKNOWLEDGE RECEIPT AND ACCEPTANCE OF THIS PURCHASE ORDER BY SIGNING AND RETURNING A COPY VIA FAX TO THE PURCHASING AGENT AT 561 682-5757.
 ACKNOWLEDGEMENT:

BY (PRINT OR TYPE):

CONFIRMATION
DO NOT DUPLICATE

FAXED

NOTE: . Prices displayed govern the purchase order transaction.
 . Early payment discount invoices receive priority handling.
 . The attached Purchase Order terms & conditions, pages 1 through 2 apply

Page Total	95,000.00
Grand Total	95,000.00

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

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 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 procurement 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 either 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 this 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 factual 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 2007 Caloosahatchee Creeks Preserve Restoration

1.0 Introduction

Lee County purchased the Caloosahatchee Creeks Preserve in late 2000 through its conservation lands program. The project site includes 106.6 acres of tidal wetlands, as well as spoils areas that have been impacted by invasion of the exotic invasive plant Brazilian pepper. Australian pines also occur along upland and transitional wetlands and shoreline areas. These wetlands are important habitat for a variety of state listed wading birds. West Indian manatees frequent the waters adjacent to these wetlands.

The County, with funding assistance from the South Florida Water Management District and other partners, has been working to restore the spoil areas for the last several years. The majority of the Brazilian pepper and Australian pines have been removed, however, Australian pines are still in need of removal in portions of the area, and additional Brazilian pepper needs to be removed along the shoreline (DEP permit has been issued) and retreatment of new growth exotics is ongoing.

2.0 Objectives

The purpose of the project is to restore the habitat diversity and productivity of these spoil sites by controlling the exotic pest plants that currently interfere with the function of the ecosystem. Control efforts will involve mechanically removing the exotics and following up with herbicide treatments. After the exotics have been adequately removed, native plantings will be put in their place. A consultant will also be hired to conduct the design and begin permitting for backfilling the ditches that are on the perimeter of the spoil areas.

3.0 Scope of Work

All restoration work (refer to Caloosahatchee Creeks Stewardship Plan for Restoration at: http://www.leeparks.org/2020/Preserve%20pictures/Land%20Stewardship%20Plans/CCP_Restoration_Plan2005.pdf) will be conducted within management unit 1 (106.6 acres), and unit 2 (86.75 acres) located east of I-75. Unit 1 is bordered by a canal on the west and north boundaries, adjacent to additional spoil, which is unit 2, to the east and River to the south. Exotic removal work will be focused in the southern portion of unit 1 and western portions of unit 2 where Australian pines still occur. The Australian pines will be cut, stacked and burned.

Once units 1 & 2 are cleared of the remaining Australian pines and other exotic infestations are under control, these areas will be planted at the start of a rainy season to avoid hand watering. This restoration site consists of unnatural clay soils from historic River dredging will not be restored to its original plant community. Spoil will not be removed from site. Tree and shrub species typically associated with the Maritime Hammock natural community will be planted due to the upland nature of the spoil site and its location on the Caloosahatchee River. Species will be selected based on availability at time of planting, hardiness (sensitivity to cold snaps) and ability to grow in spoil type soils.

4.0 Work Breakdown Structure

Task 1: Engineering, Design and Permitting

Engineering and design of the ditch filling. Appropriate permits will be obtained. Deliverable: final engineering and design plans for site and submission of final invoice for reimbursement.

Task 2: Removal of exotics, re-treatment of exotics in units 1 and 2, and installation of maritime hammock.

Restoration work including exotic removal, re-treatment of exotics, and plantings will be completed. Deliverable: Letter from Lee County Parks and Recreation that work has been completed.

5.0 Lee County Parks and Recreation Responsibility

Lee County Parks and Recreation shall be responsible for procuring the necessary services for the engineering, design, and permitting as outlined in Task 1. Lee County shall be responsible for project administration, oversight, permitting, and inspection through the successful completion of the entire project. Lee County shall also be responsible for any operational maintenance after successful completion of the restoration project.

6.0 Payment and Deliverable Schedule

This is a cost-share project with funding coming from the following sources:

- \$95,000 available from SFWMD in 2007
- \$25,000 available from US Fish and Wildlife Service in 2007
- \$70,000 available from C20/20 funds in 2007
- **\$190,000, TOTAL**

The South Florida Water Management District's share will not exceed \$95,000.00.

Task	Deliverable	Due Date* (Estimated) From time of P.O. Execution	District Not-to- Exceed Payment	Lee County Cost Share***
Task 1: Engineering/Design/Per mitting	Final project drawings and all necessary permits and authorizations	4 months	\$25,000	\$25,000
Task 2: Restoration Work	Submit an official letter from Lee County Parks and Recreation that Tasks 1 and 2 are complete to the SFWMD Project Manager	8 months	\$70,000	\$70,000

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

** The District shall only be obligated to pay for documented actual expenditures within the not-to-exceed amounts specified above. In the event actual expenditures by Lee County Parks and Recreation are less than the not-to-exceed for a particular task, Lee County Parks and Recreation shall have the right to apply the unexpended balance towards a subsequent task. Lee County

Parks and Recreation shall provide written notice of its decision to exercise this right. In no event shall the District's total obligation exceed \$95,000.00 as specified above.

***Lee County shall provide evidence its minimum 50% cost share has been met for each invoice submitted.