

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 11, 2008 (X) Consent () Regular
() Ordinance () Public Hearing

Department

Submitted By: Environmental Resources Management
Health Department

Submitted For: Environmental Resources Management

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Budget Amendment of \$800,000 in the Capital Outlay Fund to establish revenue budget for the Florida Department of Environmental Protection (FDEP) to fund invasive plant removal with Task Assignments No. SE-119 (\$200,000) and SE-120 (\$200,000) for the Loxahatchee Slough, No. SE-121 (\$200,000) for the Pine Glades Natural Area, and No. SE-122 (\$200,000) for the Cypress Creek Natural Area.

Summary: Task Assignments No. SE-119, SE-120, SE-121 and SE-122 to FDEP Contract No. SL898 (R2001-0772) for \$200,000 each have been received from FDEP, under the Bureau of Invasive Plant Management Program. The task orders are effective August 20, 2007 through May 31, 2008, for invasive plant control in the Loxahatchee Slough, Pine Glades and Cypress Creek Natural Areas. This item will establish budget for the amount of each Task Assignment. District 1 (SF)

Background and Justification: These Task Assignments include a work plan to control invasive plants in the Loxahatchee Slough, Pine Glades and Cypress Creek Natural Areas. A budget needs to be established in FY08 to fund the cost of invasive plant removal to be performed in these locations through May 31, 2008 for a total of \$800,000. On May 15, 2001, the Board of County Commissioners approved the ten-year FDEP Contract No. SL898 (R2001-0772) and authorized the County Administrator to delegate Task Assignment signatory authority to ERM. FDEP will reimburse \$800,000 of the project cost.

Attachments:

1. Task Assignment SE-119
2. Task Assignment SE-120
3. Task Assignment SE-121
4. Task Assignment SE-122
5. FDEP Contract No. SL898 (R2001-0772)
6. Budget Amendment (3900)

Recommended by: Richard E. Maloney 1/28/08
Department Director Date

Approved by: [Signature] 2/14/08
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	<u>\$800,000</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>(\$800,000)</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative)

Is Item Included in Current Budget? Yes _____ No X
Budget Account No.: Fund _____ Agency _____ Org. _____ Object _____
Program Code _____

B. Recommended Sources of Funds/Summary of Fiscal Impact

FDEP – BIPM Program

C. Department Fiscal Review:

JP

III. REVIEW COMMENTS

A. OFMB Fiscal and /or Contract Administrator Comments:

OFMB

2/7/08
2-7-08
CN 1/31/08

W. J. Jacobs
2/11/08
Contract Administrator

B. Legal Sufficiency:

Manu J. J.

Assistant County Attorney

C. Other Department Review:

Department Director

Attachment 1

**TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898**

Task Assignment Number: **SE-119**
Contractor Name: Palm Beach County
Contractor's Contract Manager: Mark Romagosa (561) 233-2400

Date: August 20, 2007
DEP Contract Manager: Greg Jubinsky (850) 519-0250
DEP Site Manager: Jackie Smith (772) 871-5407

Project Title: **Loxahatchee Slough SW Maintenance**

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 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. The Contractor is authorized to subcontract this project. **Contractor shall submit seven partial and one final invoice for this project.**

Task Assignment Conditions and Deliverables:

1. Control is defined as treatment effective in preventing re-sprout of treated target vegetation.
2. 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.
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. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.
6. It is the responsibility of the Contractor to assure that all control operations outlined in the scope are completed and that invoices submitted for reimbursement do not exceed the established Task Assignment amount.

Final Treatment Completion Date: **May 31, 2008**

Please note: ~~The quote received for this project by the County contractor is \$419,149.00.~~ ^{AD 11/13/07} DEP will provide \$200,000.00 and Palm Beach County will provide the balance of funds for this project.

Task Assignment Type:
Fixed Price:

Amount Not To Exceed:
\$200,000.00

Total Task Assignment Value

\$200,000.00

Funding Information:

Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
3710-2800-222	Q7	139900		102334	898 SE-119	07-08	\$200,000.00

PALM BEACH COUNTY ENVIRONMENTAL
RESOURCES MANAGEMENT

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Richard E. Eubank 9/10/07
Contract Manager Date

Greg Jubinsky 9/4/07
Contract Manager Date
Pam Stephens 9/4/07
BIPM Cost Center Administrator Date

William Torres 9-4-07
Bureau Chief Date
Att. da 9/5/07
Division Director or designee Date

cc: Gwenn Godfrey, Contracts Office (MS93) – 1-Copy
Contracts Disbursements Section (MS78) – 1-Copy

Attachment 2

TASK ASSIGNMENT NOTIFICATION FORM DEP CONTRACT NO. SL898

Task Assignment Number: **SE-120**
 Contractor Name: Palm Beach County
 Contractor's Contract Manager: Mark Romagosa (561) 233-2400

Date: August 20, 2007
 DEP Contract Manager: Greg Jubinsky (850) 519-0250
 DEP Site Manager: Jackie Smith (772) 871-5407

Project Title: **Loxahatchee Slough Oak Hammock ridge And NE Flatwoods Maintenance**

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 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. The Contractor is authorized to subcontract this project. **Contractor shall submit seven partial and one final invoice for this project.**

Task Assignment Conditions and Deliverables:

1. Control is defined as treatment effective in preventing re-sprout of treated target vegetation.
2. 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.
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. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.
6. It is the responsibility of the Contractor to assure that all control operations outlined in the scope are completed and that invoices submitted for reimbursement do not exceed the established Task Assignment amount.

Final Treatment Completion Date: **May 31, 2008**

Please note: ~~The quote received for this project by the County contractor is \$419,149.00.~~ ^{AS 11/13/07} DEP will provide \$200,000.00 and Palm Beach County will provide the balance of funds for this project.

Task Assignment Type:
Fixed Price:

Amount Not To Exceed:
\$200,000.00

Total Task Assignment Value

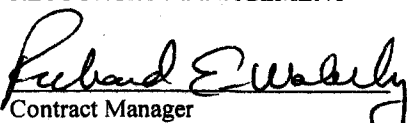
\$200,000.00



Funding Information:

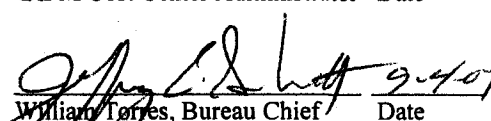
Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
3710-2800-222	Q7	139900		102334	898 SE-120	07-08	\$200,000.00


PALM BEACH COUNTY ENVIRONMENTAL
RESOURCES MANAGEMENT

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

 9/10/07
Contract Manager Date

 5/4/07
Greg Jubinsky, Contract Manager Date
 9/4/07
BIPM Cost Center Administrator Date

 9-4-07
William Torres, Bureau Chief Date

 9/5/07
Division Director or designee Date

cc: Gwenn Godfrey, Contracts Office (MS93) – 1-Copy
 Contracts Disbursements Section (MS78) – 1-Copy

Attachment 3

not in Budget

TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898

Task Assignment Number: **SE-121**
Contractor Name: **Palm Beach County**
Contractor's Contract Manager: **Kraig Krum (561) 233-2527**

Date: **August 20, 2007**
DEP Contract Manager: **Greg Jubinsky (850) 519-0250**
DEP Site Manager: **Jackie Smith (772) 8715407**

Project Title: **Pine Glades**

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 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. The Contractor is authorized to subcontract this project.

Task Assignment Conditions and Deliverables:

1. Control is defined as treatment effective in preventing re-sprout of treated target vegetation.
2. 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.
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. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.

Final Treatment Completion Date: **May 31, 2008**

Invoicing Frequency: **Contractor shall submit 7 partial and one final invoice for this project.**

Task Assignment Type:	Amount Not To Exceed:
Fixed Price:	\$200,000.00
Total Task Assignment Value	\$200,000.00

Funding Information:

Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
3710-2800-222	Q7	139900		102334	898SE 121	07-08	\$200,000.00

PALM BEACH COUNTY ENVIRONMENTAL
RESOURCES MANAGEMENT

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Richard E. Urealy 9/10/07
Contract Manager Date

Greg Jubinsky 9/4/07
Contract Manager Date
Pam Stephens 9/4/07
BIPM Cost Center Administrator Date

William Torres 9-4-07
Bureau Chief Date
Atcham 9/5/07
Division Director or designee Date

cc: Gwenn Godfrey, Contracts Office (MS93) – 1-Copy
Contracts Disbursements Section (MS78) – 1-Copy

Attachment 4

not in budget
TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898

Task Assignment Number: **SE-122**
Contractor Name: Palm Beach County
Contractor's Contract Manager: Harper Carroll (561) 233-2561

Date: August 20, 2007
DEP Contract Manager: Greg Jubinsky (850) 519-0250
DEP Site Manager: Jackie Smith (772) 871-5407

Project Title: **Cypress Creek**

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 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. The Contractor is authorized to subcontract this project.

Task Assignment Conditions and Deliverables:

1. Control is defined as treatment effective in preventing re-sprout of treated target vegetation.
2. 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.
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. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.

Final Treatment Completion Date: **May 31, 2008**

Invoicing Frequency: **Contractor shall submit 7 partial and one final invoice for this project.**

Task Assignment Type:	Amount Not To Exceed:
Fixed Price:	\$200,000.00
Total Task Assignment Value	\$200,000.00

Funding Information:

Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
3710-2800-222	Q7	139900		102334	898SE 122	07-08	\$200,000.00

PALM BEACH COUNTY ENVIRONMENTAL
RESOURCES MANAGEMENT

Richard E. Jubinsky 9/10/07
Contract Manager Date

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

Greg Jubinsky 9/4/07
Greg Jubinsky, Contract Manager Date
Patricia Stephens 9/4/07
BIPM Cost Center Administrator Date

William Torres 9-4-07
William Torres, Bureau Chief Date
Jeffrey M. Smith 9/5/07 6
Division Director or designee Date

cc: Gwenn Godfrey, Contracts Office (MS93) – 1-Copy
Contracts Disbursements Section (MS78) – 1-Copy

DEP Contract No. SL898

R2001 0772

CONTRACT

MAY 15 2001

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 the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, whose address is Department of Environmental Resources Management, 3323 Belvedere Road, Building 502, West Palm Beach, Florida 33406-1548 (hereinafter referred to as the "Contractor"), a local government, to provide upland invasive exotic plant control services.

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 perform upland invasive exotic plant control services on a Task Assignment basis (copies of the Task Assignment Form and Task Assignment Change Order Form are attached hereto as Attachments A and B, respectively) as defined herein and the Contractor does hereby agree to perform such services upon the terms and conditions set forth in this Contract, Attachment C (Scope of Services) and all attachments and exhibits named herein which are attached hereto and incorporated by reference.
2. The Contractor shall satisfactorily perform the services described in each executed Task Assignment and Task Assignment Change Order. 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.
 - A. As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a fixed price basis as specified in each executed Task Assignment. All travel and incidental expenses are included in the fixed price amount.
 - B. Funding under this Contract shall be authorized by and for each 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.
 - C. The Contractor shall submit invoices to the Department in accordance with the invoice schedule/frequency established in each Task Assignment. Each invoice shall be submitted in detail sufficient for a pre-audit and post-audit review. The final task invoice 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. Upon execution of this Contract, the parties understand and agree that the signature blocks contained in Attachments A and B identify the representatives for each entity with the authority to execute Task Assignments/Task Assignment Change Orders under this Contract.
5. This Contract shall begin upon execution by both parties and end June 30, 2011, 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, as appropriate. Task Assignment/Task Assignment Change Order performance periods may not extend beyond the completion date of the Contract established above.

6. The State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature.
7. 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 Banking and Finance within twenty (20) days; and the Department of Banking and Finance 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 that 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 Banking and Finance 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.
8. 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 Banking and Finance, Vendor Ombudsman at the telephone number provided above or the Department's Contracts Section at 850/922-5942.
9. Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
10.
 - A. 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.
 - B. The Department may terminate this Contract for convenience by giving the Contractor thirty (30) calendar days written notice. If terminated for convenience, the Contractor shall be reimbursed for services satisfactorily performed up through the date of termination.
 - C. Notice shall be sufficient if delivered personally or by certified mail to the address set forth in paragraph 11.
11. Any and all notices shall be delivered to the parties at the following addresses:

Contractor

Palm Beach County Department of
Environmental Resources Management
Attn: Richard E. Walesky
3323 Belvedere Road, Building 502
West Palm Beach, Florida 33406-1548

Department

Florida Department of Environmental
Protection
Bureau of Invasive Plant Management
Attn: Greg Jubinsky (MS710)
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

12. Pursuant to Section 216.2815, Florida Statutes, all records in conjunction with this Contract shall be public records and shall be treated in the same manner as other public records are under general law. 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 subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract.

13. 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 three 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.
14. The Department's Contract Manager is Greg Jubinsky, Environmental Administrator, telephone number 850/487-2600. The Site Manager's name and telephone number will be designated in each Task Assignment. The Contractor's Contract Manager is Richard E. Walesky, telephone number 561/233-2400. All matters shall be directed to the Contract Managers for appropriate action or disposition.
15. 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.
16. The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Contract.
17. The Contractor covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required.
18. 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.
19. 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.
20.
 - 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.
21. 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.

22. 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.
23. A. The Contractor shall not subcontract, assign, or transfer any work under this Contract 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.
24. 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.
25. The Contractor, as an independent contractor and not an agent, representative, or employee of the Department, agrees to carry adequate liability and other appropriate forms of insurance. The Department shall have no liability except as specifically provided in this Contract. The Contractor shall require all subcontractors to carry liability insurance coverage with limits appropriate for the service being provided.
26. 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 that 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 the Contract, shall require formal amendment to this Contract.
27. 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.
28. 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.
29. The purchase of non-expendable equipment costing \$1,000 or more is not authorized under the terms of this Contract.
- 10

30. 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.

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

PALM BEACH COUNTY BOARD OF
COUNTY COMMISSIONERS

By: [Signature]
Title: Warren H. Newell, Chairman
Date: MAY 15 2001

FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: [Signature]
Director, Division of State Lands or designee
Date: 4-4-01

ATTEST: DOROTHY H. WILKEN
Board of County Commissioners
By: [Signature]
DEPUTY CLERK

[Signature]
DEP Contract Manager
[Signature]
DEP Contracts Administrator

Approved as to Form and Legal Sufficiency:

[Signature]
County Attorney

Approved as to form and legality:

[Signature]
DEP Attorney

R2001 0772

FEID No. 59-6000785

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

Specify Type	Letter/ Number	Description (include number of pages)
<u>Attachment</u>	<u>A</u>	<u>Task Assignment Notification Form (1 Page)</u>
<u>Attachment</u>	<u>B</u>	<u>Task Assignment Change Order Form (1 Page)</u>
<u>Attachment</u>	<u>C</u>	<u>Scope of Services (1 Page)</u>

ATTACHMENT A

**TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898**

Task Assignment Number:

Contractor Name:

DEP Contract Manager/Telephone:

Task Description and Payment Schedule:

Task Assignment Term:

Contractor's Contract Manager/Telephone:

DEP Site Manager/Telephone:

Deliverables:

Due Date:

Fixed Price Task Assignment Amount: \$

Invoicing Frequency:

Funding Information:

Org Code	EO	Fund/FID	Category	YR	Obj Code	CSFA No.	Rec Type	Activ Code	Grant No.	Module	Project No.	Amount

Approvals:

PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Contract Manager: _____ Date: _____
(or designee)

Contract Manager: _____ Date: _____

Reviewing Authority: _____ Date: _____

Budget Authority: _____ Date: _____

DEP Site Manager: _____ Date: _____

cc: Gwenn Godfrey, Contracts Office (MS93)
Contracts Disbursements Section (MS78) - 2 Copies

ATTACHMENT B

TASK ASSIGNMENT NOTIFICATION FORM
DEP CONTRACT NO. SL898

Task Assignment Number: Change Order: Task Assignment End Date:
Contractor Name: Contractor's Contract Manager/Telephone:
DEP Contract Manager/Telephone: DEP Site Manager/Telephone:
Description of Change (use additional pages if necessary):

Increase in Funding Amount: \$ Decrease in Funding Amount: \$
Revised Fixed Price Task Assignment Amount: \$ Invoicing Frequency:
Funding Increase/Decrease Information:

Org Code	EO	Fund/FID	Category	YR	Obj Code	CSFA No.	Rec Type	Activ Code	Grant No.	Module	Project No.	Amount

Approvals:
PALM BEACH COUNTY ENVIRONMENTAL RESOURCES MANAGEMENT FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

Contract Manager: _____ Date: _____ Contract Manager: _____ Date: _____
(or designee)

Reviewing Authority: _____ Date: _____

Budget Authority: _____ Date: _____

DEP Site Manager: _____ Date: _____

cc: Gwenn Godfrey, Contracts Office (MS93)
 Contracts Disbursements Section (MS78) - 2 Copies

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ATTACHMENT C

SCOPE OF SERVICES

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 within their jurisdiction. 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 upland exotic plant control operations to be performed will be specified by the Department of Environmental Protection's Upland Invasive Exotic Plant Program Manager (Contract Manager) in the task assignment.

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 as part of the work force. Ground Crew Supervisors will be responsible for: 1) coordination with program 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), and a copy of the fully executed task assignment with maps are on site; 5) avoid damage to native vegetation and wildlife; and 6) strict adherence to all herbicide label application, precautionary, and safety statements.

The Contractor will 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 crew members. Contractor shall be responsible for obtaining all permits related to the control and disposal of targeted vegetation unless otherwise noted in the Task Assignment.

The Contractor shall provide the Department, at the conclusion of each Task Assignment, a written record of:

- (a) total gallons/lbs of herbicides and adjuvants applied,
- (b) total number of individuals and types of upland invasive exotic plants treated,
- (c) total hours of operating time,
- (d) total hours of lay time,
- (e) total hours of adverse weather lost time,
- (f) wind data measurements as applicable under the Florida Pesticide Law and Rules.

All control efforts (except cogon grass treatment) shall be at least 95% effective in preventing re-sprout of all target vegetation. 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 in the Task Assignment will be the responsibility of the Contractor at no cost to the Department.

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2008 -

BGEX - 380 - 0125080000000002131
BGRV - 380- 0125080000000000393

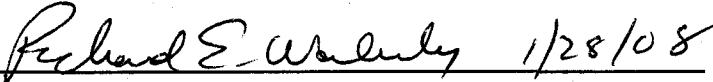
BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BUDGET AMENDMENT
Fund 3900 Capital Outlay

ACCOUNT NAME AND NUMBER	ORIGINAL	CURRENT	INCREASE	DECREASE	ADJUSTED ENCUMBERED		REMAINING
	BUDGET	BUDGET			BUDGET	/ Expended	
						1/25/2008	
REVENUES							
381-E270 Loxahatchee Slough-Ecosite 4399-Oth Physical Environment Rev	0	800,000	400,000	0	1,200,000		
381-E205 Pine Glades Natural Area 4399-Oth Physical Environment Rev	0	0	200,000	0	200,000		
381-E406 Cypress Creek Tract 4399-Oth Physical Environment Rev	0	0	200,000	0	200,000		
TOTAL RECEIPTS & BALANCES	236,165,441	238,525,125	800,000	0	239,325,125		
EXPENDITURES							
381-E270 Loxahatchee Slough-Ecosite 6504-Iotb Non Infrastructure	2,080,457	6,633,095	400,000	0	7,033,095	2,324,100	4,708,995
381-E205 Pine Glades Natural Area 6504-Iotb Non Infrastructure	0	0	200,000	0	200,000	0	200,000
381-E406 Cypress Creek Tract 6504-Iotb Non Infrastructure	458,261	391,146	200,000	0	591,146	267,615	323,531
TOTAL APPROPRIATIONS & EXPENDITURES	236,165,441	238,525,125	800,000	0	239,325,125		

Environmental Resources
Management

INITIATING DEPARTMENT/DIVISION
Administration/Budget Department Approval
OFMB Department - Posted

Signatures & Dates
 1/28/08

BY BOARD OF COUNTY COMMISSIONERS
AT MEETING OF

March 11, 2008

Deputy Clerk to the
Board of County Commissioners

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