

**PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS**

## AGENDA ITEM SUMMARY

**Meeting Date:** April 1, 2008 (X) Consent ( ) Regular  
( ) Workshop ( ) Public Hearing

Department

**Submitted By:** Environmental Resources Management  
**Submitted For:** Environmental Resources Management

## I. EXECUTIVE BRIEF

**Motion and Title: Staff recommends motion to approve:** Amendment No. 1 to the Florida Department of Environmental Protection (FDEP) Contract No. SL898 (R-2001-0772) for the Palm Beach County Department of Environmental Resources Management (ERM) to perform upland invasive exotic plant control services on a task assignment basis and expiring June 30, 2011.

**Summary:** Amendment No. 1 provides a revision of paragraph 4.A. for payment through a fixed price/cost reimbursement/fee schedule as specified in each executed task assignment. Authorized fee schedule costs will be identified in the task assignment. Travel costs are not eligible for reimbursement under this revised contract. State share of any task assignment costs would be allocated to the County on a reimbursement basis. Also, Amendment No. 1 provides for the addition of Paragraph 4.E. which stipulates requirements for invoicing and supporting documents when subcontractors are used to do the exotic vegetation removal work. These requirements are included in the Contract Payment Requirements portion of the contract. In addition, the Task Assignment Notification Form and the Task Assignment Change Order Form of the original contract are deleted in their entirety and replaced with revised forms which document the task assignment work. In all other respects, the contract and attachments relative thereto will remain in full force and effect. Countywide (SF)

**Background and Justification:** On May 15, 2001, the Board approved Contract SL898 with FDEP to provide funding on a task assignment basis for upland exotic vegetation removal performed by ERM or subcontractors. ERM has had more than 20 task assignments under this contract over the years amounting to over \$3,222,000 of exotic vegetation removal work being paid with funds from FDEP. The past task assignments have required the County to match the state funds with cash or in-kind services. This Amendment 1 to the contract provides minor changes to the way payments are to be handled under the contract and revises two forms used to document the task assignment work. This amendment does not provide any issues that are problematic to ERM as it performs the work under the contract. Amendment 1 needs to be executed before the next cycle of task assignments are authorized, which is expected on, or shortly after July 1, 2008.

**Attachments:**

1. Amendment 1 to Contract SL898
2. Contract SL898

**Recommended by:**

**Department Director**

3/6/08  
Date

**Approved by:**

**County Administrator**

7/19/67  
Date

## II. FISCAL IMPACT ANALYSIS

### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes \_\_\_\_\_ No x \_\_\_\_\_

Budget Account No.: Fund \_\_\_\_\_ Department \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_

Program \_\_\_\_\_

### B. Recommended Sources of Funds/Summary of Fiscal Impact:

There is no fiscal impact until additional task assignments are authorized. Past task assignments have required the County to match the funds provided under the task assignments with cash or in-kind services. The State share of any task assignment costs would be allocated to the County on a reimbursement basis. County funding for the match will come primarily from the Natural Areas Fund or other grants.

### C. Department Fiscal Review:



## III. REVIEW COMMENTS

### A. OFMB Fiscal and /or Contract Dev. and Control Comments:

Atwillwhite 3-14-08  
OFMB 3/14/08 vo  
03/07

W. J. Jacob 3/17/08  
Contract Development and Control  
3/14/08

### B. Legal Sufficiency:

Mark J. Jay  
Assistant County Attorney

This amendment complies with  
our review requirements.

### C. Other Department Review:

\_\_\_\_\_  
Department Director

**DEP CONTRACT NO. SL898  
AMENDMENT NO. 1**

THIS CONTRACT as entered into on the 15<sup>th</sup> day of May, 2001, between the FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (hereinafter referred to as the "Department") and the PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS (hereinafter referred to as the "Contractor") is hereby amended as follows.

- Paragraph 4.A. is hereby deleted in its entirety and replaced with the following:

As consideration for the services rendered by the Contractor under the terms of this Contract, the Department shall pay the Contractor on a combination fixed price/cost reimbursement/fee schedule basis as specified in each executed Task Assignment. Any authorized fee schedule costs will be identified in the Task Assignment and will reflect actual costs to the Contractor. Travel costs are not eligible for reimbursement under this Contract.

- The following language is hereby added to Paragraph 4 of the Contract as subparagraph E:

- E. The State Chief Financial Officer requires detailed supporting documentation of all costs under a cost reimbursement contract. In accordance with the Contract Payment Requirements (attached hereto and made part hereof as Attachment D), the Contractor shall comply with the minimum requirements set forth therein. Invoices shall be accompanied by supporting documentation and other requirements as follows:

Contractual (Subcontractors) – Reimbursement requests for payment to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from the Contractor. Subcontractors which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours/time spent on the project. All multipliers used (i.e. fringe benefits, overhead, and or general and administrative rates) shall be supported by audit. If the Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, the Contractor shall be required to reimburse such funds to the Department within thirty (30) days of written notification. Interest on the excessive charges shall be calculated based on the prevailing rate used by the State Board of Administration. For fixed price subcontracts, the following provisions shall apply:

- i. The Contractor may award, on a competitive basis, fixed price subcontracts to consultants/contractors in performing the work described in Attachment C. Invoices submitted to the Department for fixed price subcontracted activities shall be supported with a copy of the subcontractor's invoices and a copy of the tabulation form for the competitive procurement process (Invitation to Bid or Request for Proposals) resulting in the fixed price subcontract.
  - ii. The Contractor may request approval from the Department to award a fixed price subcontract resulting from procurement methods other than those identified in paragraph 4.E.i. above. In this instance, the Contractor shall request the advance written approval from the Department's Contract Manager of the fixed price negotiated by the Contractor. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of the Department Contract Manager's approval of the fixed price amount, the Contractor may proceed in finalizing the fixed price subcontract, subject to the provision of paragraph no. 23 and any other appropriate provisions of this Contract which affect subcontracting activities.
- Attachments A and B, Task Assignment Notification Form and Task Assignment Change Order Form, are hereby deleted in their entirety and replaced with Attachments A-1 and B-1, Revised Task Assignment Notification Form and Revised Task Assignment Change Order Form, respectively. All references in the Contract to Attachments A and B shall hereinafter refer to Attachments A-1 and B-1, respectively.

In all other respects, the Contract of which this is an Amendment, and attachments relative thereto, shall remain in full force and effect.

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

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
Title Addie L. Greene, Chairperson  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Director, Division of State Lands or designee  
Date: 7-24-07

\_\_\_\_\_  
Greg Jubbinsky DEP Contract Manager

ATTEST:  
Sharon R. Bock, Clerk & Comptroller

\_\_\_\_\_  
Ruth Heagen  
DEP Contracts Administrator

Approved as to form and legality:

By: \_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
DEP Attorney

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

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	A-1	Revised Task Assignment Notification Form (1 Page)
Attachment	B-1	Revised Task Assignment Change Order Form (1 Page)
Attachment	D	Contract Payment Requirements (1 Page)

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\_\_\_\_\_  
APPROVED AS TO TERMS  
AND CONDITIONS.

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

\_\_\_\_\_  
ASSISTANT COUNTY ATTORNEY  
3/18/08  
DATE

ATTACHMENT A-1  
REVISED TASK ASSIGNMENT NOTIFICATION FORM  
DEP CONTRACT NO. SL898

Date: \_\_\_\_\_

Task Assignment Number: \_\_\_\_\_ Project Title: \_\_\_\_\_

Contractor Name: \_\_\_\_\_ MA#: \_\_\_\_\_

Contract Manager: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

Contractor Ground Crew Supervisor: \_\_\_\_\_ Cellular #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

DEP Contract Manager: Greg Jubinsky Phone #: (850) 245-2821

DEP Site Manager: \_\_\_\_\_ Phone #: (\_\_\_\_) \_\_\_\_ - \_\_\_\_

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

**Deliverables:**

1. 100% of target vegetation identified in the attached scope of work shall be treated to prevent re-sprouting. If 95% control is not achieved for any area of the project after two months following project completion, one additional thorough treatment of the area will be the responsibility of the Contractor at no cost to the contracting entities. 2. Control is defined as treatment effective in preventing re-sprout of treated target vegetation. 3. 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 follow the established fee schedule but in no case shall exceed the total Task Assignment value and must not jeopardize the Contractor's ability to achieve the required level of control for the primary target species within the designated area(s) and time frame. It is the responsibility of the Contractor to determine that all control operations do not exceed the established Task Assignment amount.

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

Task Assignment Type:	Amount Not To Exceed:
Cost Reimbursement	\$ _____
Fee Schedule	\$ _____
Fixed Price	\$ _____
Total Task Assignment Value	\$ _____

FUNDING INFORMATION:

ORG CODE	EO	OBJECT CODE	MODULE	SPEC. CAT.	PROJECT #	YEAR	AMOUNT

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

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

SITE MANAGER

BIPM Budget Representative \_\_\_\_\_ Date \_\_\_\_\_

BIPM Bureau Chief \_\_\_\_\_ Date \_\_\_\_\_

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

Director, Div. of State Lands \_\_\_\_\_ Date \_\_\_\_\_

cc: Ruth Heggen, Contracts Office (MS 93),  
Bureau of Finance & Accounting (MS 78) - 2 copies

## TASK ASSIGNMENT RESPONSIBILITIES

### RESPONSIBILITIES OF THE CONTRACTOR:

Unless otherwise established in the Task Assignment, the Contractor shall complete all work as set forth in the attached Scope of Work in full compliance with the terms of the Contract. The responsibilities of the Contractor include but are not limited to:

1. The Contractor shall notify the designated site manager no less than seven (7) days prior to initiating work and, after initiating work, shall maintain communication with the site manager on progress and/or problems and work completion;
2. The certified ground crew supervisor, employed by the contractor and designated on page one of the Task Assignment must be present at all times when work on the site is underway;
3. Ground crew supervisors shall be responsible for all plant control activities and crew safety on project sites. Every effort shall be made by the Contractor to avoid damage to native vegetation and wildlife, which includes site disturbance;
4. Ground crew supervisors shall be pesticide applicators possessing current certification by the Florida Department of Agriculture and Consumer Services (FDACS) in the Natural Areas, Forestry, Aquatics, or Right-of-Way categories. A copy of each supervisor's FDACS certification will be provided to the site manager prior to initiation of on-site supervisory duties;
5. Ground crew supervisors may supervise a maximum of eight (8) field employees at any given time, unless otherwise noted in the Task Assignment;
6. Ground crew supervisors shall be responsible for the collection, recording, and timely submission of all data and reports required. At weekly intervals and at the completion of initial treatments and site reassessment, a complete report will be submitted to the site manager detailing sites treated, number of plants or size of area treated, and type of treatment used. These data will be recorded on the "Daily Progress Report" (DPR); it is the responsibility of the Contractor to submit complete and correct DPR(s) to the DEP;
7. The Contractor will strictly adhere to all herbicide label application, precautionary, and safety statements, and shall be liable for damage due to a herbicide spill or contamination;
8. The Contractor shall submit an original invoice and fully completed and signed DPR to the Bureau of Invasive Plant Management, 3900 Commonwealth Boulevard, MS 705, Tallahassee, Florida 32399-3000.
9. To ensure that the selected Contractor provides the best service to public conservation land managers, the DEP has instituted a "Three Points Rule." Failure to fulfill the above responsibilities shall subject the Contractor to an assessment of "points" as set forth in the Contract. An accrual of three points will make the selected Contractor ineligible to participate in any new pre-quote meetings for one year.

ISSUE	PENALTY
1 Incomplete invoice package	½
2 Unacceptable non-target damage	2
3 Herbicide contamination/spill	1
4 Inability to complete the task specifications within completion date	½
5 Unacceptable site disturbance	1
6 Absence of certified ground crew supervisor	1
7 Failure to notify Site Manager no less than seven (7) Days prior to initiating work (unless authorized by DEP)	½
8 Failure to maintain communication with site manager on progress/problems and work initiation or completion	½
9 Failure to obtain 95% control within a given project area	1½
10 Failure to obtain approval to subcontract	½

### RESPONSIBILITIES OF THE SITE MANAGER:

1. The Site Manager shall be responsible for instructing the Contractor on the areas and plants to be controlled and provide necessary maps and other pertinent information to locate work sites;
2. The Site Manager reserves the right to inspect, at any time, the Contractor's procedure, spray system(s), spray solution(s), and other ancillary equipment, and to approve operating personnel. Inspection, however, will not relieve the Contractor of any obligations or responsibilities nor will it transfer any liability to the lands listed under "Project Location."
3. Before signing the DPR(s) the Site Manager shall verify that the content of the DPR(s) reflect control operations observed in the field and outlined in the approved scope of work. It is the responsibility of the Contractor to submit complete and correct DPR(s) to the DEP.

ATTACHMENT B-1  
REVISED TASK ASSIGNMENT CHANGE ORDER FORM  
DEP CONTRACT NO. SL898

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

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

Contractor Contract Manager: \_\_\_\_\_ Phone #: ( ) -

Contractor Ground Crew Supervisor: \_\_\_\_\_ Cellular #: ( ) -

DEP Contract Manager: Greg Jubinsky Phone #: (850) 245-2821

DEP Site Manager: \_\_\_\_\_ Phone #: ( ) -

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CHANGE IN TASK AMOUNT

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

CHANGE IN TASK TIME

Original task completion date: \_\_\_\_\_

Completion date prior to this change: \_\_\_\_\_

Net increase/decrease in task period: \_\_\_\_\_

Completion date with all change orders: \_\_\_\_\_

CHANGE IN FUNDING INFORMATION:

Org. Code	E.O.	Object Code	Module	Spec. Cat.	Project #	Year	Amount
37							\$
37							\$

PALM BEACH COUNTY BOARD OF  
COUNTY COMMISSIONERS

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

Contract Manager	Date	DEP Contract Manager	Date
Ground Crew Supervisor	Date	Reviewing Authority.	Date
		Budget Representative	Date
cc: Ruth Heggen, Contracts Office (MS93)		DEP Site Manager	Date
Bureau of Finance & Accounting (MS 78) – 2 copies			

## **ATTACHMENT D**

### **Contract Payment Requirements Florida Department of Financial Services, Reference Guide for State Expenditures (January 2005) Cost Reimbursement Contracts**

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

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

- (1) Salaries: A payroll register or similar documentation should be submitted. The payroll register should show gross salary charges, fringe benefits, other deductions and net pay. If an individual for whom reimbursement is being claimed is paid by the hour, a document reflecting the hours worked times the rate of pay will be acceptable.
- (2) Fringe Benefits: Fringe Benefits should be supported by invoices showing the amount paid on behalf of the employee (e.g., insurance premiums paid). If the contract specifically states that fringe benefits will be based on a specified percentage rather than the actual cost of fringe benefits, then the calculation for the fringe benefits amount must be shown.  
  
Exception: Governmental entities are not required to provide check numbers or copies of checks for fringe benefits.
- (3) Travel: Reimbursement for travel must be in accordance with Section 112.061, Florida Statutes, which includes submission of the claim on the approved State travel voucher or electronic means.
- (4) Other direct costs: Reimbursement will be made based on paid invoices/receipts. If nonexpendable property is purchased using State funds, the contract should include a provision for the transfer of the property to the State when services are terminated. Documentation must be provided to show compliance with Department of Management Services Rule 60A-1.017, Florida Administrative Code, regarding the requirements for contracts which include services and that provide for the contractor to purchase tangible personal property as defined in Section 273.02, Florida Statutes, for subsequent transfer to the State.
- (5) In-house charges: Charges which may be of an internal nature (e.g., postage, copies, etc.) may be reimbursed on a usage log which shows the units times the rate being charged. The rates must be reasonable.
- (6) Indirect costs: If the contract specifies that indirect costs will be paid based on a specified rate, then the calculation should be shown.

The Florida Department of Financial Services, Reference Guide to State Expenditures (January, 2005) can be found at the following web address: <http://www.fldfs.com/aadir/reference%5Fguide/>.

**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

Department

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

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.

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

ATTEST:

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

FLORIDA DEPARTMENT OF  
ENVIRONMENTAL PROTECTION

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

Date: 4-4-01

[Signature]  
DEP Contract Manager

[Signature]  
DEP Contracts Administrator

Approved as to Form and Legal Sufficiency:

[Signature]  
County Attorney

R2001 0772

FEID No. 59-6000785

Approved as to form and legality:

[Signature]  
DEP Attorney

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: \$  
Funding Information:

Invoicing Frequency:

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: \_\_\_\_\_  
(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 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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