

**AGREEMENT BETWEEN**  
**LAKE COUNTY, FLORIDA AND**  
**ECO-LOGIC RESTORATION SERVICES, LLC**  
**FOR**  
**RESTORATION & LAND MANAGEMENT TASKS**  
**RFP 08-0251**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Eco-logic Restoration Services, LLC, a foreign corporation authorized to do business in the State of Florida, hereinafter referred to as CONSULTANT.

**Recitals**

**WHEREAS**, the COUNTY has asked for quotes from qualified persons and/or firms who are capable of providing various restoration and land management services for various County parks and conservation lands; and

**WHEREAS**, the CONSULTANT desires to provide such services for the COUNTY; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein by reference.

**Article 2. Scope of Professional Services**

**2.1** On the terms and conditions set forth in this Agreement, CONSULTANT shall perform the Scope of Services set forth in Exhibit A, attached hereto and incorporated herein by reference, as requested by the COUNTY. The CONSULTANT acknowledges and agrees that if the work is assigned to the CONSULTANT, each individual project shall have a specific Scope of Services agreed to by the parties and a task order shall be executed by both parties. The task order shall include all necessary provisions including but not limited to setting forth the time for payment, deliverables, electronic and printed formats and any other items relevant to the task. The price agreed to in the task order shall include all personnel services necessary to complete the assigned work. The use of a specialist shall be pre-approved by the COUNTY. The task order shall be signed by both parties prior to the CONSULTANT performing any of the agreed upon work.

2.2 This Agreement shall be effective for the thirty-six (36) month period immediately following the date of execution of the Agreement by the COUNTY. The COUNTY reserves the sole right to renew this Agreement for one (1) additional twelve (12) month period. Labor prices for contract renewals shall be determined on an annual basis based upon the percentage change in the Consumer Price Index for the Orlando MSA. The base period shall be the month in which this Agreement was executed by the COUNTY.

2.3 The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

### Article 3. Payment

3.1 Payment shall be based upon the rates set forth in Exhibit B, attached hereto and incorporated herein by reference, known as the Pricing Sheet. The personnel needed for each individual project shall be determined once the CONSULTANT receives the task order. Upon reviewing the project specific scope of services, the CONSULTANT shall submit a list of specific tasks to be performed as part of the project, including any alternate tasks, and a detailed estimated cost sheet. A list of deliverables shall also be provided. The CONSULTANT and COUNTY hereby agree that the hours of service set forth in the cost sheet are projected hours of service and that the CONSULTANT'S actual time may be more or less than the budgeted hours. The COUNTY shall pay the CONSULTANT only for the total fee agreed upon for each project.

3.2 Invoices shall be submitted in duplicate to the requesting County Department at P.O. Box 7800, Tavares, Florida 32778. Each invoice shall contain the contract number and a detailed description of services and fees. The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, sections 218.70 through 218.79, Florida Statutes.

3.3 CONSULTANT shall submit invoices at the end of each project documenting the percent of completion of each task and requesting payment based upon such percent completion. Alternative billing arrangements may be negotiated on a per project basis, depending on the size and scope of the project, i.e., monthly billing. Alternative billing provisions shall be expressly stated in the task order authorizing the work.

3.4 Other than the common expenses, travel expenses, administrative and technical support expenses and computer expenses as set forth in Exhibit B, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its hourly billing rates are fully loaded and include all overhead and administrative expenses.

3.5 In the event a specific project is to be funded by state or federal monies, the CONSULTANT hereby agrees to comply with all requirements of the state or federal government applicable to the use of the monies, including receiving no payment until all required forms are completed and submitted.

#### Article 4. County Responsibilities

4.1 COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

4.2 Upon request, the COUNTY will provide to the CONSULTANT any data the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

#### Article 5. Special Terms and Conditions

5.1 Qualifications. Firms or individuals will be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required by the statutes to perform the services contained herein.

5.2 Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

5.3 Subletting of Contract. This Agreement shall not be sublet except with the written consent of the COUNTY'S Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the subcontract or subjecting the COUNTY to liability of any kind to any subcontractor. No subcontract shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT.

5.4 Insurance and Bond. The contractor shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insurance policies containing the following selected types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or non-performance of

services under this Contract For Construction by the contractor or by anyone directly or indirectly employed by it, or by anyone for whose acts it may be liable:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	\$300,000

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
or	
Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured, he or she will not hold the County responsible for any payment or compensation.

Employers Liability with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employer	\$100,000
Disease-Policy Limit	\$500,000

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear all applicable policies.

Certificate(s) of insurance shall provide for a minimum of sixty (60) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

Certificate(s) of insurance shall identify the contract number in the Description of Operations section of the Certificate.

Certificate of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the County.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA,  
AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

All or self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such or self-insured retentions; or the vendor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the County evidencing coverage and terms in accordance with the Contractor's requirements.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor, nor a failure to disapprove that insurance, shall relieve the vendor of full responsibility of liability, damages, and accidents as set forth herein.

**5.5 Indemnity.** CONSULTANT shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONSULTANT to take out and maintain the above insurance. Additionally, CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

**5.6 Independent Contractor.** CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY. Additionally, CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT to solicit or secure this Agreement 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 CONSULTANT any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

**5.7 Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and remain the property of COUNTY. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to evidence more fully transfer of ownership of all Tasks and/or deliverables to COUNTY. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

**5.8 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

**5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

**5.10 Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**5.11 Accuracy.** The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

**5.12 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**5.13 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**5.14 Public Entity Crimes.** A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.15 Prohibition Against Contingent Fees.** CONSULTANT warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**5.16 Right to Audit.** The County reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards.

**5.17 Public Records.** All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility. Prior to the close out of the contract, the CONSULTANT shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the Contracting Officer.

## **Article 6. General Conditions**

**6.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**6.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.

6.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

6.6 The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

6.7 During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

6.8 CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

6.9 The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

6.10 Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

Eco-logic Restoration Services, LLC  
Post Office Box 560291  
Orlando, Florida 32856

If to COUNTY:

County Manager  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

#### Article 7. Scope of Agreement

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the \_\_\_\_\_ day of \_\_\_\_\_, 2008 and by CONSULTANT through duly authorized representative.

CONSULTANT

Ronald E. Conroy - Eco-Logic Restoration Services, LLC

Name: RONALD E CONROY

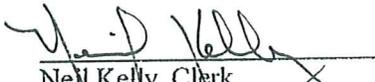
Title: Senior Wildlife Ecologist - Principle

Agreement Between Lake County and Eco-Logic Restoration Services, LLC; RFP 08-0251 Restoration and Land Management Services

COUNTY

ATTEST:

LAKE COUNTY, through its  
BOARD OF COUNTY COMMISSIONERS

  
Neil Kelly, Clerk  
of the Board of County  
Commissioners of Lake  
County, Florida

  
Welton G. Cadwell  
Chairman

This 24<sup>th</sup> day of November, 2008

Approved as to form and legality:

  
Sanford A. Minkoff  
County Attorney

## EXHIBIT A: SCOPE OF SERVICES

# *Eco-Logic Restoration Services, LLC*



October 20, 2008

Ms. Susan Dugan, CPPB  
Senior Contracting Officer  
Lake County BCC, Office of Procurement Services  
315 W. Main Street  
Tavares, Florida 32778-7800

**RE: Statement of Interest  
Restoration and Land Management Tasks – RFP #08-0251**

Dear Ms. Dugan:

Per our conversation, Eco-Logic Restoration Services, LLC (Eco-Logic) has revised the above referenced Request for Proposal to conduct restoration and land management tasks for Lake County. We look forward to the completion of the contract to conduct restoration and/or maintenance on the County's park lands and preservation areas and wish to express our sincere desire to provide excellent service while working with Lake County staff in its efforts.

In accordance with Section 1.14.1, Tab B of the RFP, Eco-Logic states its complete understanding of the project and services required by the County. After reviewing each of the Tasks listed in the RFP and based on our considerable experience with the various land management and environmental related services, please find below a detailed description of each of the services outlined in Tasks 1 – 19 (as identified in the RFP) which we offer the County. Please note that Tasks 21 – 30 have been deleted per the County's request, as these will be completed by utilizing Tasks 1 – 19 as funding becomes available and specific restoration plans are formulated.

## **Task List**

### **Task 1 - Biological Surveys for Listed plant and animal species**

Eco-Logic shall conduct ground surveying and identification of listed species, including gopher tortoises. This service shall include GPS location of species and GIS mapping services of occupied sites. Eco-Logic has an extensive list of qualified and/or FWC approved recipient sites to aid the County in its relocation efforts. Price per acre for this service is shown on Page 21 of this bid.

### **Task 2 – Wetland Delineation**

Eco-Logic shall delineate wetlands and install "wetland delineation" flagging at intervals of approximately every 100'-200'. Following the flagging of the wetlands, Eco-Logic shall prepare maps and all application materials for submittal to various jurisdictional

agencies (e.g. FDEP, ACOE, etc.) and attend any and all applicable field meetings necessary in order to attain binding jurisdictional(s) from each agency. This service does not include Application and/or Permitting Fees required by the County for impacts to wetlands. Price per acre for this service is shown on Page 21 of this bid.

### **Task 3 – Prescribed Fire**

Eco-Logic shall prepare prescribed burn plans in accordance with Florida Law (as governed by the Florida Division of Forestry). Task shall include site visits, fire line checks, preparation of prescribed burn and smoke management plans, mail notifications and mop-up of all burns to within 50' of the fireline, including knocking down all snags that have the potential to cause escapes. County will be notified when fire is deemed out (extinguished) on all burns. Price per acre for this service is shown on Page 21 of this bid.

### **Task 4 – Fireline Installation and/or Maintenance**

Eco-Logic shall conduct general construction and/or maintenance of fire lines by “disking to mineral soils” particular areas as designated by the County. This service does not include heavy mechanical reduction of fuels, tasks which are specifically identified in Tasks 10, 12 and 13 below. Price per acre for this service is shown on Page 21 of this bid.

### **Task 5 – Gopher Tortoise and/or Commensal Species Relocation and/or Monitoring**

Eco-Logic shall prepare and submit all application materials (applications, surveys and maps) for relocation permits associated with the relocation of gopher tortoises and/or commensal species as directed by County staff. In addition, Eco-Logic shall assist County staff with recipient site identification, conduct health assessments and URTD testing (if applicable) and conduct the actual physical relocation of gopher tortoises and commensal species (e.g. gopher frogs, Florida mice, Indigo snakes) in accordance with approved FWC and/or USFWS guidelines and permits. Eco-Logic shall include a one time annual follow-up monitoring event to be included as part of this task. Additional monitoring shall be shall be negotiated with County staff and be charged accordingly. This task does not include recipient site costs incurred by the County or costs provided to recipient site owners for receiving tortoises and/or commensal species on there lands. Price per acre for this service is shown on Page 21 of this bid.

### **Task 6 – Vegetative Monitoring/Evaluation**

Eco-Logic shall conduct vegetative monitoring as directed by County staff of restoration sites, areas where wildlife relocation data is required, sites where listed plants are located or general determination of where exotic species are a concern. This task includes a final monitoring report (with associated maps and figures) for each specific site monitored. Price per acre for this service is shown on Page 21 of this bid.

### **Task 7 – Supply or Collect Wildflower/Native Plant Seeds**

Native seed characteristic of the target restoration community will be harvested from

sites in Central and/or North Florida starting in fall (early September) through January.

Eco-Logic uses a flail-o-vac, a pull-behind seed stripper and/or mechanical hand sweep collectors for harvesting. In addition, Eco-Logic botanists shall collect native seed by using simple hand collection methods for certain species (e.g. Lopsided Indian grass) based on the terrain and targeted seed type. Hand collection offers Eco-Logic the ability to collect unique seeds otherwise missed through mechanical collection. Eco-Logic has provided a list of equipment that will be dedicated to completing the work on County projects, all of which is thoroughly cleaned prior to relocating from site to site.

Eco-Logic currently has a cooperative partnership agreement with ATS Partners, Inc. (American Tree Seedling Partners, Inc.) to collect native seed from several thousand acres of leased lands in North Florida, on Eglin Air Force Property and/or private lands in Madison, Taylor, Wachulla, Volusia, Hardee and Polk Counties. In addition, Eco-Logic/ATS is currently negotiating to obtain permission to collect seed on private lands near the Lake Wales Ridge. The native seed will be used to restore the scrub, sandhill, seepage slope, and wet prairie plant communities identified by County staff and as directed by County staff. Seed collection and mixes will be customized to meet specific plant frequency or occurrence criteria. Eco-Logic only collects seed from areas free of nuisance/exotic species. Price per acre for this service is shown on Page 21 of this bid.

### **Task 8 – Wildflower/Native Planting Seeding**

Eco-Logic shall utilize the tasks outlined in Task #7 above in order to collect seed as designated by County staff for its restoration projects. Harvested seeds are kept cool and dry while being transferred directly to the prepared seed bed site for installation. Eco-Logic uses both a blower and Grasslander Seed Spreader to install the native seed. A drag is then used to cover the seed with a fine layer of soil or the site can be rolled with a drum roller.

According to Performance Requirement #6 in this RFP vendors should “list species and percent composition in the seeding mixture” and “total % germination rate. Attached for the County’s reference is list of seed variety that is expected to be collected from the above referenced donor site(s) w/ anticipated percentages of each species.

In reference to the total % germination rate, Eco-Logic does not believe it is possible to determine the exact percentage of germination of each species until the time of collection, since multiple factors (e.g. rainfall, drought, intensity of burning, etc.) influence the natural plant growth and seed production in native areas from year to year. However, based on other projects similar in nature, Eco-Logic expects the range of germination to be between 20% and 60% in xeric communities and 40% to 70% in wetland (ephemeral) systems.

According to Performance Requirement #7 in this RFP, vendors should list broadcast

**RE: Statement of Interest  
Restoration and Land Management Tasks – RFP #08-02  
Page 4 of 6**

rate in "lbs per acre" and "expected coverage of ground cover within 1 year of seeding". Based on our past experience, Eco-Logic proposes to apply (broadcast rate) the native

seed at a rate of 15 to 17 pounds per acre in order to achieve success. It is difficult to determine the expected ground cover within 1 year, since it is impossible to predict rainfall conditions following seed placement. Direct seeding projects typically have higher rates of coverage when there are multiple rainfall events during repeated cold fronts (following the seed placement) and decreased rates of coverage during drier winter months. However, by watering of the site the County can expect to see increased productivity, in the event of a drought (following seed placement). For purposes of this project and based on past history of seeding sandhill projects, Eco-Logic could possibly achieve up to approximately 40% coverage (typical of natural sandhill communities). Watering of the site is not included as part of this task. Price per acre for this service is shown on Page 21 of this bid.

*Note: In certain cases it may not be feasible to conduct direct seeding (e.g. areas prone to high erosion). In those cases, Eco-Logic shall conduct planting and/or plugging of the site with native grasses (e.i. wiregrass, lovegrasses, etc.) as a restoration technique. The County always has the option of planting versus seeding and Eco-Logic shall plant a number of plants equal to the cost of direct seeding.*

**Task 9 – Trail Development and Maintenance (non-paved)**

Eco-Logic shall conduct general trail construction and maintenance of existing trails by mowing, disking, and/or light bushhogging as directed by County staff. This task does not include the purchase of erosion control materials or the installation of these type materials. Erosion control measures are covered under Task 10. Price per acre for this service is shown on Page 21 of this bid.

**Task 10 – Hand Crews – chainsaw, herbicide**

Restoration projects may also require crews with chain saws in areas where access with mechanical equipment is not authorized and/or feasible. Eco-Logic shall utilize trained professional chain saw operators to remove vegetation. Cut vegetation (shrubs and/or stumps) will be treated with approved herbicide by licensed herbicide applicators. County staff has the option of utilizing Eco-Logic's hand crews to install silt fence and other similar type erosion control material at the same per acre price under this task. Herbicide costs are included in the price of this task. Price per acre for this service is shown on Page 22 of this bid.

**Task 11 – Disking – Shallow and deep harrow**

Eco-Logic shall conduct disking with a heavy disk (plow and/or harrow) called "deep disking". This technique exposes deep roots of exotic species that are typically treated with herbicide. In addition, Eco-Logic shall conduct site preparation that includes disking with a grove type disk (plow) called "shallow disking". This technique provides the final grading of sites for accepting native seed, often called "bedding condition". Price per

acre is based on a two treatments (one each deep disking and shallow disking). Price per acre is for this service is shown on Page 22 of this bid.

### **Task 12 – Mechanical Treatment of Vegetation**

Eco-Logic shall utilize mechanical equipment to shred, chop and/or mulch unwanted trees, shrubs, etc. for the purposes of scrub restoration, trail construction, nuisance control and a number of other applications. Mechanical treatment is completed by trained professional operators. Task involves the reduction of material up to 12" DBH to ground level only. Price per acre for this service is shown on Page 22 of this bid.

### **Task 13 – Chipping/Mulching/Grinding**

Eco-Logic shall utilize heavy mechanical equipment to shred, mulch and/or grind heavy logging debris, stumps and/or unwanted trees, shrubs as directed by County staff. Mechanical treatment is completed by trained professional operators. Task involves the reduction of material up to greater than 12" DBH down to mineral soil. It is our understanding that County staff will be responsible for contracting logging of forested areas and this service is not part of this task. Price per acre for this service is shown on Page 22 of this bid.

### **Task 14 – Herbiciding – broadcast and selective**

Eco-Logic shall conduct specific tasks that involve the application of approved herbicides per County staff direction. Eco-Logic shall include backpack or ATV spraying and basal bark, frill and girdle and stump applications other than those associated with Task 10. Price per acre for this service is shown on Page 22 of this bid.

### **Task 15 – Native Plant and Tree Planting**

Eco-Logic shall conduct hand planting of trees, shrubs, grasses and other herbaceous material (up to one gallon in size) at 1742 plants per acre (5' centers) as directed by County staff. Cost for this task is for planting only and does not include material to be planted. Eco-logic has cooperative agreements with two large native plant/tree nurseries and is willing to negotiate prices for material with County staff for its restoration and/or enhancement projects. Price per acre for this service is shown on Page 22 of this bid.

### **Task 16 – Hydrology Restoration**

Eco-Logic shall utilize mechanical equipment (e.g. backhoes, dozers and/or related equipment) to restore historical drainage patterns where site(s) have been altered by fire breaks, erosion and/or off-road vehicles. Price includes earthmoving of up to 1613 cubic yards of material (excluding concrete and/or hardpan). Eco-Logic shall negotiate pricing on jobs with excessive hard materials requiring specialized equipment. Price per acre for this service is shown on Page 22 of this bid.

**Task 17 – Wetland Restoration**

Eco-Logic shall conduct remove unwanted vegetation by mechanical means (e.g. front end loader or similar type equipment) and conduct vegetative planting of herbaceous wetland plant material at 436 plants per acre (10' centers) as directed by County staff.

Price includes scraping up to 268 cubic yards of unwanted vegetation (< 4" dbh) and replanting sites identified by County staff. Price per acre for this service is shown on Page 22 of this bid.

**Task 18 – Upland Restoration**

Eco-Logic shall conduct upland restoration activities on scrub, sandhill and/or pine flatwoods areas as directed by County staff, including direct seeding (in accordance with Task 7) and or planting of upland trees, shrubs and groundcover species (e.g. grasses) at 193 one gallon trees, shrubs or herbaceous plant material per acre (15' centers). This task does not include prescribed burning, site preparation (disking) or herbicide treatments. Price per acre for this service is shown on Page 22 of this bid.

**Task 19 – Write Management Plans for Sites**

Eco-Logic shall write management plans for site restoration, management, monitoring or development, including time lines for completion and cost analysis. This task is for plan writing and staff time to conduct field reconnaissance with County staff for the development of management plans. This task does not include management or monitoring. Price per acre for this service is shown on Page 23 of this bid.

**Task 20 - (Not identified bid package)**

As stated in our original proposal dated July 29, 2008, Eco-Logic is prepared to move forward with assisting the County with its restoration and wildlife protection efforts. We look forward to the opportunity to work with County staff and will do our absolute best to be available on an as needed basis to provide service in whatever Task is needed by Lake County as you proceed with your restoration efforts.

Sincerely,

Ron E. Concoby  
Senior Wildlife/Restoration Ecologist  
Certified Prescribed Fire Manager

Cc: Mr. James Kelly (Eco-Logic Restoration Services, LLC.)

**EXHIBIT B: PRICING SHEET**

PRICING SHEET (RFP #08-0251)

Company Name: *Ecologic Restoration Services, LLC*  
 Date: *9/12/08*

*Ron S. Lamb*

Please fill in bid values using the specified units below.

Task	Description	Cost	Minimum Charge (if applicable)	Mobilization Fee (if applicable)	Notes
Task 1	Biological Surveys for Plant and Animal Species	\$ 125.00 per Hour	\$ 500.00	\$ 0	Sr. Wildlife Ecologist / Tech I
Task 2	Wetland Delineation	\$ 125.00 per Hour	\$ 1250.00	\$ 0	Sr. Wetland Scientist / Tech I
Task 3	Prescribed Fire	\$ 90.00 per Acre	\$ 3500.00	\$ 250.00	Certified Burn Crew / type of Engine
Task 4	Fire Line Installation (8' width)	\$ 0.05¢ per Linear Foot	\$ 1350.00	\$ 150.00	Light mulching (grain straw type)
	Fire Line Maintenance (8' width)	\$ 0.07¢ per Linear Foot	\$ 1350.00	\$ 150.00	refurbishing fuel lines only
Task 5	Gopher Tortoise and/or Commensals Relocation and Monitoring	\$ 260.00 per Tortoise	\$ 2000.00	\$ 150.00	excludes permitting fees
Task 6	Vegetative Monitoring	\$ 125.00 per Hour	\$ 500.00	\$ 0	Sr. Botanist / Technician I
Task 7	Vegetative Evaluation	\$ 75.00 per Hour	\$ 500.00	\$ 0	Ecologist
Task 7	Supply or Collect Wildflower/Native Plant Seeds	\$ 39.04 per Pound	\$ 575.00	\$ 150.00	CFR/FL/64 Collection Sites
Task 8	Wildflower/Native Plant Seeding	\$ 803.03 per Acre	\$ 3500.00	\$ 150.00	excludes disking & herbicide
Task 9	Trail Development and Maintenance (8' width, non-paved)				
	Cleaning	\$ 0.10¢ per Linear Foot	\$ 1200.00	\$ 150.00	< 2" dbh trees w/ tractor
	Root-raking	\$ 0.09¢ per Linear Foot	\$ 1300.00	\$ 250.00	Large tractor
	Trimming	\$ 0.09¢ per Linear Foot	\$ 1200.00	\$ 150.00	Palmetto habitat w/ tractor
	Mowing	\$ 0.06¢ per Linear Foot	\$ 1000.00	\$ 150.00	Native or berm w/ tractor
	Disking	\$ 0.05¢ per Linear Foot	\$ 1350.00	\$ 150.00	Native or berm w/ tractor
	Mulching	\$ 0.14¢ per Linear Foot	\$ 3500.00	\$ 150.00	Light Machinery (including shredding)
	Erosion Control	\$ 0.90¢ per Linear Foot	\$ 1500.00	\$ 100.00	3 Laborers / Equipment
	Grading	\$ 0.12¢ per Linear Foot	\$ 3500.00	\$ 150.00	Tractor w/ box blade or dozer

# Eco-Logic Restoration Services, LLC

9/12/08

Paul S. Amody

Task	Description	Cost	Minimum Charge (if applicable)	Mobilization Fee (if applicable)	Notes
Task 10	Hand Crews - Chainsaw	\$ 125.70 per Acre	\$ 2250.00	\$ 0	5 Laborers
	Hand Crews - Herbicide *excluding cost of chemicals	\$ 125.70 per Acre	\$ 2250.00	\$ 0	5 Laborers
Task 11	Disching - Deep and Shallow Harrow	\$ 75.85 per Acre	\$ 1350.00	\$ 150.00	Tractor w/ 8' disc
Task 12	Mechanical Treatment of Vegetation	\$ 575.35 per Acre	\$ 4000.00	\$ 250.00	LG Mulchier/Shearing Machine
Task 13	Chipping/Mulching/Grinding	\$ 185.00 per Hour	\$ 2600.00	\$ 250.00	LG Mulching/Shearing Machine
Task 14	Herbicide - Broadcast and Selective *excluding cost of chemicals	\$ 195.00 per Acre	\$ 1250.00	\$ 100.00	4TV w/ 140' Boom Sprayer
	Native Plant and Tree Planting *excluding cost of plant materials				
Task 15	Flat Planting bare-root trees	\$ 382.58 per Acre	\$ 2000.00	\$ 200.00	5' Centers
	Flat Planting tubelings	\$ 452.14 per Acre	\$ 2000.00	\$ 200.00	5' Centers
	Scalp and Plant bare-root trees	\$ 521.70 per Acre	\$ 2200.00	\$ 200.00	5' Centers
	Scalp and Plant tubelings	\$ 556.48 per Acre	\$ 2200.00	\$ 200.00	5' Centers
	Hand Planting bare-root trees	\$ 434.75 per Acre	\$ 2000.00	\$ 200.00	5' Centers
	Hand Planting tubelings	\$ 469.53 per Acre	\$ 2000.00	\$ 200.00	5' Centers
	Hand planting herbaceous plants	\$ 573.87 per Acre	\$ 2100.00	\$ 200.00	5' Centers
	Planting one-gallon plants	\$ 393.30 per Acre	\$ 2500.00	\$ 200.00	10' Centers
	Planting three-gallon plants	\$ 526.25 per Acre	\$ 2600.00	\$ 200.00	10' Centers
	Task 16	Hydrology Restoration	\$ 185.00 per Hour	\$ 2500.00	\$ 250.00
Task 17	Wetland Restoration	\$ 2656.60 per Acre	\$ 4000.00	\$ 250.00	See Eco-logic Bid Dec 7/8/08
Task 18	Upland Restoration	\$ 1642.45 per Acre	\$ 3500.00	\$ 250.00	See Eco-logic Bid Dec 7/8/08
Task 19	Write Management Plans for Sites	\$ 90.00 per Hour	\$ 450.00	\$ 0	Senior Ecologist

Eco-Logic Restoration Services, LLC  
 9/12/08 Ron S. Amodeo

Please provide the hourly rate schedule for all appropriate staff.

Classification	Hourly Rate
Senior Wildlife Ecologist	\$ 90.00 per Hour
Senior Botanist	\$ 90.00 per Hour
Senior Wetland Scientist	\$ 90.00 per Hour
Certified Burn Manager	\$ 160.00 per Hour
Burn Technician (\$130, \$190)	\$ 65.00 per Hour
Engine Boss	\$ 75.00 per Hour
Ecologist	\$ 75.00 per Hour
Biologist	\$ 75.00 per Hour
Environmental Technician II	\$ 45.00 per Hour
Environmental Technician I	\$ 35.00 per Hour
Laborer - Chain Saw Crew	\$ 25.00 per Hour
Laborer - Herbicide Crew	\$ 25.00 per Hour
Certified Herbicide Applicator	\$ 70.00 per Hour
Tractor/Dozer Operator	\$ 60.00 per Hour
Backhoe Operator	\$ 60.00 per Hour