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# Agreement

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**THIS AGREEMENT** is by and between INDIAN RIVER COUNTY, a Political Subdivision of the State of Florida organized and existing under the Laws of the State of Florida, (hereinafter called OWNER) and Southern Management, LLC (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

## **ARTICLE 1 - WORK**

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is described in Exhibit 1 – Scope of Work.

## **ARTICLE 2 - THE PROJECT**

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Project Name:	<u>Annual Maintenance at Spoonbill Marsh</u>
RFP Number:	<u>RFP 2022071</u>
Project Address:	<u>1300 57<sup>th</sup> Street, Vero Beach, FL 32967</u>

## **ARTICLE 3 - TERM**

The term of this agreement shall be three years, with two (2) additional one (1) year renewals available, subject to vendor acceptance, satisfactory performance, and staff's determination that a renewal would be in the best interest of the Count

## **ARTICLE 4 - CONTRACT PRICE**

4.01 OWNER shall pay CONTRACTOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to work completed and at the prices stated in CONTRACTOR's Price Proposal, attached hereto as Exhibit 2.

## **ARTICLE 5 - PAYMENT PROCEDURES**

5.01 Owner shall make monthly payments based on invoices submitted and for work completed by CONTRACTOR.

## **ARTICLE 6 - INDEMNIFICATION**

6.01 CONTRACTOR shall indemnify and hold harmless the OWNER, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the

CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of the Work.

**ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS**

7.01 In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- A. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Request for Proposals documents.
- B. CONTRACTOR has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including applying the specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract Documents to be employed by CONTRACTOR, and safety precautions and programs incident thereto.
- E. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. CONTRACTOR is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S.. SUPPLIER is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors

**ARTICLE 8 - CONTRACT DOCUMENTS**

8.01 *Contents*

A. The Contract Documents consist of the following:

- (1) This Agreement;
- (2) Certificate of Liability Insurance
- (3) Request for Proposals 2022071
- (4) Addendum 1;
- (5) CONTRACTOR’S Price Proposal Form;
- (6) CONTRACTOR’S Submitted Proposal
- (7) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (8) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (9) Certification Regarding Lobbying;
- (10) Certification Regarding Debarment, Suspension Ineligibility and Voluntary Expulsion;
- 11) The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
  - a) Written Amendments;
  - b) Work Change Directives;
  - c) Change Order(s).

**ARTICLE 9 - MISCELLANEOUS**

9.01 *Terms*

A. Terms used in this Agreement will have the meanings indicated in the Request for Proposal.

9.02 *Assignment of Contract*

A. No assignment by a party hereto of any rights under or interests in the Agreement will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not

be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Venue*

- A. This Agreement shall be governed by the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.06 *Public Records Compliance*

- A. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
  - (1) Keep and maintain public records required by the County to perform the service.
  - (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
  - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
  - (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and

maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**B. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney**

**1801 27<sup>th</sup> Street**

**Vero Beach, FL 32960**

C. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement.

**ARTICLE 10 – FEDERAL CLAUSES**

10.01 OWNER and CONTRACTOR will adhere to the following, as applicable to this work:

- A. **Compliance with the Contract Work Hours and Safety Standards Act:** (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The OWNER shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to

be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

**B. Clean Air Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**C. Federal Water Pollution Control Act:**

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the OWNER and understands and agrees that the OWNER will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

**D. Debarment and Suspension**

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by OWNER. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to OWNER, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**E. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**F. Procurement of Recycled/Recovered Materials:**

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

**G. Access to Records:** The following access to records requirements apply to this contract:

(1) The contractor agrees to provide OWNER, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the OWNER and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**H. DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**I. Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

**J. No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

**K. Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

**L. Prohibition on Contracting for Covered Telecommunications Equipment or Services:**

(a) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at

any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

**M. Domestic Preference for Procurements**

As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Article 11: TERMINATION OF CONTRACT**

A. The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the OWNER with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the OWNER may have under this Contract or under law:

(1) if in the OWNER's opinion CONTRACTOR is improperly performing work or violating any provision(s) of the Contract Documents;

(2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the OWNER's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or

(5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

- B. OWNER shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the OWNER.
- C. If the CONTRACTOR fails to correct or cure within the time provided in the preceding Sub-Article B, OWNER may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the OWNER may authorize CONTRACTOR to restore any work sites.
- D. The CONTRACTOR shall be liable for:
- (1) any new cost incurred by the OWNER in soliciting bids or proposals for and letting a new contract; and
  - (2) the difference between the cost of completing the new contract and the cost of completing this Contract;
  - (3) any court costs and attorney's fees associated with any lawsuit undertaken by OWNER to enforce its rights herein.
- E. TERMINATION FOR CONVENIENCE: OWNER may at any time and for any reason terminate CONTRACTOR's services and work for OWNER's convenience. Upon receipt of notice of such termination CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue the work and immediately cease ordering of any materials, labor, equipment, facilities, or supplies in connection with the performance of this Contract. Upon such termination Contractor shall be entitled to payment only as follows:
- (1) the actual cost of the work completed in conformity with this Contract and the specifications; plus,
  - (2) such other costs actually incurred by CONTRACTOR as are permitted by the prime contract and approved by the OWNER.
- Contractor shall not be entitled to any other claim for compensation or damages against the County in the event of such termination.
- F. TERMINATION IN REGARDS TO F.S. 287.135: TERMINATION IN REGARDS TO F.S. 287.135: CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria.

OWNER may terminate this Contract if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

OWNER may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on September 13, 2022.

**OWNER:**

INDIAN RIVER COUNTY

By: \_\_\_\_\_  
Peter D. O'Bryan, Chairman

By: \_\_\_\_\_  
Jason E. Brown, County Administrator

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

By: \_\_\_\_\_  
Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: \_\_\_\_\_  
Deputy Clerk  
(SEAL)

**Designated Representative:**

Name:  
Title:  
Address:  
Phone  
Email

**CONTRACTOR:**

SOUTHERN MANAGEMENT LLC

By: \_\_\_\_\_

(CORPORATE SEAL)

Attest \_\_\_\_\_

Address for giving notices:  
\_\_\_\_\_  
\_\_\_\_\_

License No. \_\_\_\_\_  
(Where applicable)

Agent for service of process: \_\_\_\_\_

**Designated Representative:**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

(If CONTRACTOR is a corporation or a partnership, attach evidence of authority to sign.)

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## **Exhibit 1 – Scope of Work**

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## Scope of Services

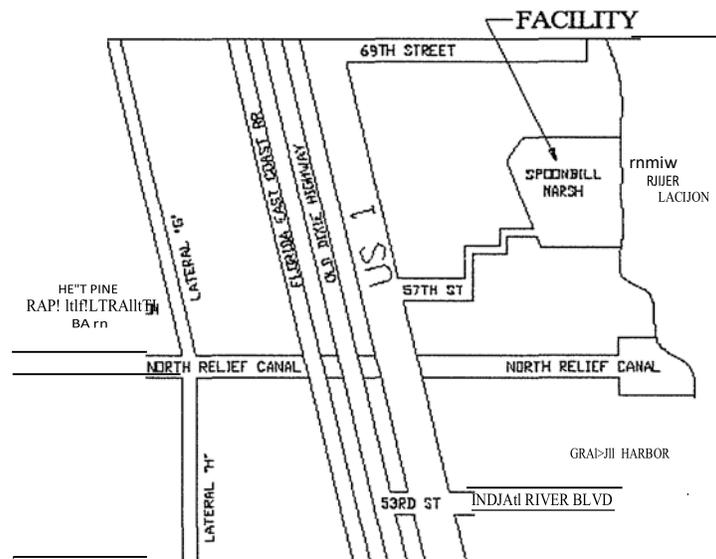
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### I. INTRODUCTION

Indian River County (COUNTY) is seeking a qualified and experienced firm to maintain Spoonbill Marsh for an annual fee.

This bid will be awarded for an initial three-year period and may be renewed for two (2) additional one (1) year periods, subject to vendor acceptance, satisfactory performance, and staff's determination that a renewal would be in the best interest of the County.

COUNTY currently operates and manages a created wetland treatment system (FACILITY), comprised of 67± acres located at 1300 57th Street. Primary access to the FACILITY is through a locked and gated entrance off 57th Street, east of U.S. Highway 1. From this entrance gate, an unimproved (dirt) roadway crosses Grand Harbor North land for 6/10ths of a mile to the FACILITY entrance gate.



The FACILITY is the disposal site for demineralization concentrate (DC) discharge water from the North County Regional Potable Water Treatment Plant (WTP). DC is conveyed from the WTP to the FACILITY with a 16-inch force main. The DC water is mixed with water pumped from the Indian River Lagoon into the FACILITY (at an approximate ratio of 2.5 parts water from the Lagoon to 1-part DC). The blended stream is allowed to flow through ± 27.6 acres of constructed basins, then through an existing mangrove community, and finally into the Lagoon.

Maintenance includes, but will not be limited to, mowing, trimming, repairs, construction services, site work, and site assessment and monitoring. In addition, services may include assistance to the COUNTY for other wetland-related projects and liaison with regulatory agencies for the purpose of acquiring grants and to market projects at the FACILITY.

## II. GENERAL QUALIFICATIONS

The Contractor shall have a minimum of 10 years' experience with each of the following:

- Maintenance of constructed wetlands used for disposal of reverse osmosis concentrate.
- Erosion and sedimentation control.
- Aquaculture, cultivation/maintenance of oysters and oyster beds.
- Environmental projects in the Indian River Lagoon.
- Water pumps and pumping equipment.
- Site work.
- Welding and fabrication.
- Brush hogmowing.
- Boardwalk construction and/or maintenance.
- Mangrove trimming per the Mangrove Trimming and Preservation Act.
- Eradicating of exotic plant species.

## III. DESCRIPTION OF RESPONSIBILITIES

Presented below are a series of task(s) necessary for the successful operation of the Wetland Treatment System at the FACILITY.

In 2010, the Florida Department of Environmental Protection issued an Industrial Waste Permit No. 31FL0166511 for the FACILITY. The monitoring and maintenance of the operational permits is the responsibility of the COUNTY and not the CONTRACTOR.

### ITEM NO. 1 SITE MOWING-BRUSH HOG

#### 1.1 Summary

1. CONTRACTOR shall visit the FACILITY and become familiar with the area to mow.
2. CONTRACTOR shall furnish all labor, equipment, and incidentals required to mow the FACILITY.
3. The extent of brush hog mowing is shown in Drawing 1.

#### 1.2 Frequency and Conditions

1. CONTRACTOR shall mow with a brush hog, the area delineated in Drawing 1, six (6) times per year: once in March, May, July, August, September and November. If weather conditions prevent scheduled mowing, mowing will be rescheduled per the COUNTY.
2. COUNTY may require additional brush hog mowing for special events at unit cost and will provide the CONTRACTOR written notice seven calendar days in advance.
3. CONTRACTOR shall be aware of soft, wet areas and avoid causing ruts while brush hog mowing.
4. CONTRACTOR shall repair ruts caused by brush hog mowing.
5. CONTRACTOR shall weed whack a minimum of 10' around each of four (4) discharge boxes.
6. CONTRACTOR shall weed whack a minimum of 10' around the Spoonbill Marsh sign located at the FACILITY entrance during each scheduled brush hog mowing and for special events.

## **ITEM NO. 2 LAWN MOWING**

### **2.1 Summary**

1. CONTRACTOR shall furnish all labor, equipment and incidentals required to mow the lawn.
2. The extent of lawn mowing is shown in Drawing 2.

### **2.2 Frequency and Conditions**

1. CONTRACTOR shall mow lawn area, 18 times per year as called out on the schedule. If weather conditions prevent scheduled mowing, mowing will be rescheduled per the COUNTY.
2. COUNTY may require additional lawn mowing for special events and will provide the CONTRACTOR written notice seven (7) calendar days in advance.
3. CONTRACTOR shall use a weed whacker to trim around four (4) concrete meter vaults, transformer pad and gravel parking area each scheduled lawn mowing.

## **ITEM NO. 3 INVASIVE SPECIES CONTROL**

### **3.1 Summary**

1. CONTRACTOR shall have prior experience eradicating and controlling non-native invasive species of grass and trees.
2. CONTRACTOR shall furnish all labor, equipment and incidentals required for eradicating non-native invasive species of grass and trees.
3. Invasive species emerge along the roads, along the river boardwalk, and on the high marsh islands. COUNTY will assist in identifying those areas with invasive species.
4. The extent of invasive species is shown in Drawing 3.

### **3.2 Frequency and Conditions**

1. CONTRACTOR shall eradicate all non-native invasive species four (4) times per year, once in March, May, July and September. If weather conditions prevent scheduled eradication, eradication will be rescheduled per the COUNTY.
2. Eradication method shall be cutting trees at the base and spraying with a defoliant. All cuttings shall be removed from the site. Smaller trees shall be sprayed in place and wood removed after foliage drops. Grasses shall be sprayed.
3. CONTRACTOR shall apply defoliant spray per the manufacturer's directions.
4. CONTRACTOR shall submit an hourly rate. The work requirements will vary.

## **ITEM NO. 4 SUMP, TRASH SCREEN AND WET WELL CLEANING**

### **4.1 Summary**

1. CONTRACTOR shall furnish all labor, equipment, and incidentals required to clean the sump, trash screen, and wet well.
2. Sump, trash screen, and wet well shown in Drawing 4.

### **4.2 Frequency and Conditions**

1. CONTRACTOR shall clean sump, screen and wet well two (2) times per year: once in March and September. If weather conditions prevent scheduled cleaning, cleaning will be rescheduled per the County.
2. Type II Turbidity Curtain may be required as a protective barrier for work area as shown in Drawing 4. Turbidity curtain shall be removed after County completes a site inspection.
3. An experienced diver, PADI certified or equivalent, is required for working inside of the wet well.
4. Sump, as shown in Drawing 4, the area between the wet well and the river and shall be cleaned two (2) times per year, once in late December and June. All accumulated muck and vegetation shall be removed down to hard pan or clean sand. Amount of accumulation varies.
5. CONTRACTOR shall not disturb rip rap lining at the edge of sump.
6. Wet well is the concrete structure housing the pumps. All accumulated sand, muck, and vegetation shall be removed from the inside of wet well. All mollusks shall be scraped from wet well walls and removed from site.
7. CONTRACTOR shall remove all debris from pump screen baskets.
8. CONTRACTOR shall be present when County lifts turbine pumps from wet well for inspection.
9. Trash screen is the V-shaped structure attached to the front of the wet well. All mollusks shall be scraped from the inside and outside of the screen. CONTRACTOR shall note condition of the sump, trash screen, and wet well and submit a written report via an e-mail of conditions to the COUNTY.
10. CONTRACTOR shall remove all debris from the site after cleaning of sump, trash screen, and wet well and dispose on Spoonbill site designated by County staff.
11. CONTRACTOR shall restore site, in kind, to include grading and covering with hay as needed.

#### **ITEM NO. 5 MANATEE SCREEN CLEANING**

##### **5.1 Summary**

1. CONTRACTOR shall furnish all labor, equipment, and incidentals required to clean the manatee screen.
2. Manatee screen is located directly in the lagoon and is subject to wind and tidal conditions.
3. Manatee screen is shown in Drawing 5.

##### **5.2 Frequency and Conditions**

1. COUNTY shall supply all building material used in manatee screen maintenance.
2. CONTRACTOR shall remove all accumulation of debris from the manatee screen to insure water flows into the sump free of obstructions. CONTRACTOR shall remove all blockage within 24 hours of COUNTY request to clean screen. NOTE: An algae, commonly known as grassilaria, blooms in warm weather and accumulates on the manatee screen impeding flow.
3. Manatee screen shall be repaired and maintained as directed by the COUNTY.
4. Contractor shall submit an hourly rate. The work requirements will vary.

#### **ITEM NO. 6 BOARDWALK MAINTENANCE**

##### **6.1 Summary**

1. COUNTY shall supply all building material used in boardwalk maintenance.
2. Material to be used:

- Lumber - marine grade
- Hardware - screws 3", 316 stainless, star drive
- Water base sealer

3. CONTRACTOR shall furnish all labor, equipment, and incidentals required to repair and maintain boardwalk.
4. Extent of boardwalk maintenance is shown in Drawing 6.

## 6.2 Frequency and Conditions

1. CONTRACTOR shall repair boardwalk four (4) times per year: once in March, June, September and December. If weather conditions prevent scheduled boardwalk repair, boardwalk repair will be rescheduled per the COUNTY.
2. CONTRACTOR shall submit an hourly rate for boardwalk maintenance. The repairs each quarter will vary.
3. CONTRACTOR shall inspect boardwalk and mark boards to be replaced. Boards include handrails, balusters and baluster stringers, post and decking.
4. COUNTY will inspect boardwalk with CONTRACTOR. COUNTY will order material to be delivered on-site for CONTRACTOR.
5. The COUNTY may require additional boardwalk maintenance for special events or weather-related damage and will provide the CONTRACTOR written notice 7 calendar days in advance.
6. CONTRACTOR shall apply a water-soluble deck sealer to all new wood per manufacturers' directions.
7. While boardwalk is being repaired, CONTRACTOR shall post signage that boardwalk is closed for repair.
8. CONTRACTOR shall remove from the site all debris related to boardwalk maintenance and replacement.

## ITEM NO. 7 BOARDWALK REPLACEMENT

### 7.1 Summary

1. COUNTY shall supply all material used in boardwalk replacement.
2. Material to be used:
  - Lumber – marine grade
  - Hardware – screws 3", 316 stainless, star drive
3. CONTRACTOR shall furnish all labor, equipment, and incidentals required to replace sections of the boardwalk.
4. Replace 100' boardwalk if required by IRCU.

## ITEM NO. 8 MANGROVE TRIMMING - BOARDWALK

### 8.1 Summary

1. CONTRACTOR shall furnish all labor, equipment and incidentals required to trim and remove trimmings from the site.
2. Mangrove trimming - boardwalk shown in Drawing 8.

## 8.2 Frequency and Conditions

1. Once each year in March, CONTRACTOR shall vertical trim all trees three feet out from hand rail on each side of boardwalk to create a clear zone. If weather conditions prevent scheduled mangrove trimming, mangrove trimming will be rescheduled per the COUNTY.
2. All emerging mangrove under the boardwalk shall be removed from the site.
3. CONTRACTOR shall remove from the site all debris related to boardwalk trimming.
4. COUNTY may require additional mangrove trimming along the boardwalk after storm-related events and will provide the CONTRACTOR written notice seven (7) calendar days in advance.

## ITEM NO. 9 RUNNEL CLEANING AND DEBRIS REMOVAL

### 9.1 Summary

1. Runnels are discharge water channels interconnecting the ponds. Depth 1 to 4 feet. CONTRACTOR shall furnish all labor, equipment, and incidentals required to remove debris from runnels (each bank).
2. Runnel locations are shown in Drawing 9.

### 9.2 Frequency and Conditions

1. Once each year in May/June, CONTRACTOR shall provide maintenance cleaning to insure all runnels are free of debris and obstructions, total of fourteen (14) runnels, various lengths and widths. Total of 5,540 lineal feet. Depth 1 to 4 feet. If weather conditions prevent scheduled cleaning, cleaning will be rescheduled per the COUNTY.
2. COUNTY may require additional cleaning of the fourteen (14) runnels after storm related events and will provide the CONTRACTOR written notice seven (7) calendar days in advance.
3. Debris to be removed consists of overhanging canopy of mangrove trees impeding flow, fallen tree limbs, and some tree roots.
4. CONTRACTOR shall remove all debris from the site.

## ITEM NO. 10 MOSQUITO DITCH CLEANING

### 10.1 Summary

1. Mosquito ditches are the channels that drain the eastern 1/3<sup>rd</sup> of the site.
2. CONTRACTOR shall furnish all labor, equipment, and incidentals required to remove debris from the mosquito ditches (each bank).
3. Runnel locations are shown in Drawing 10.
4. Once per year for maintenance on all ditches.

### 10.2 Frequency and Conditions

1. COUNTY shall specify the mosquito ditches to be cleaned. (COUNTY anticipates CONTRACTOR cleaning approximately 500' per year, as needed, to improve water flow.)
2. Mosquito ditches shall be cleaned during the dry season: February and March. If weather conditions prevent scheduled cleaning, cleaning will be rescheduled per the COUNTY.
3. COUNTY may require additional cleaning after storm-related events and will provide the

CONTRACTOR written notice seven (7) calendar days in advance.

4. Debris to be removed consists of decomposing vegetation and silt, overhanging canopy of mangrove trees impeding flow, fallen tree limbs, and some tree roots.
5. CONTRACTOR shall place debris on each bank well away from water channel. Debris is not required to be removed from site.
6. CONTRACTOR shall use a per foot price.

## **ITEM NO.11 NORTH AND SOUTH BREECH DEBRIS REMOVAL**

### **11.1 Summary**

1. North and South Breeches are discharge water channels connecting ponds to the Lagoon. Depth 1 to 4 feet.
2. CONTRACTOR shall furnish all labor, equipment, and incidentals required to remove debris from the North and South Breeches (each bank).
3. The breach locations are shown in Drawing 11.

### **11.2 Frequency and Conditions**

1. CONTRACTOR shall clean the North and South Breeches quarterly, four (4) times per year, once in March, June, September, and December. If weather conditions prevent scheduled cleaning, cleaning will be rescheduled per the COUNTY.
2. COUNTY may require additional cleaning of debris from the north and south breach after storm events and will provide the CONTRACTOR written notice seven (7) calendar days in advance.
3. Debris consist of decomposing vegetation and silt, overhanging canopy of mangrove trees impeding flow, fallen tree limbs and some tree roots.
4. CONTRACTOR shall be working in water.
5. CONTRACTOR shall place debris on each bank well away from water channel. Debris is not required to be removed from site.

## **ITEM NO. 12 ROAD MAINTENANCE**

### **12.1 Summary**

1. CONTRACTOR shall furnish all labor, equipment, and incidentals required for repairing and maintaining roads.
2. COUNTY shall furnish suitable roadway material as approved by the COUNTY.
3. Roads shown in Drawing 12.

### **12.2 Frequency and Conditions**

1. Once each year in December, CONTRACTOR shall repair roads. If weather conditions prevent scheduled road repairs, road repairs will be rescheduled per the County.
2. CONTRACTOR shall begin road maintenance starting at the end of pavement nearest US Highway 1.
3. COUNTY may require additional site work or road repair due to weather-related erosion or other unforeseen events and will provide the CONTRACTOR written notice seven (7) calendar days in advance.
4. COUNTY will provide roadway material for certain road-related work.

5. COUNTY may opt to utilize IRC Road and Bridge forces for certain road-related work.
6. CONTRACTOR shall use a per-hour price. The work requirements will vary.

**ITEM NO. 13 MISCELLANEOUS TASKS**

**13.1 Summary**

1. CONTRACTOR shall furnish all labor, equipment, and incidentals required for miscellaneous task or repairs.

**13.1 Frequency and Conditions**

1. Miscellaneous tasks or repairs will include, but may not be limited to, relocating or removing plant mats, and relocating or removing oysters. May also include small repairs that will require welding and fabricating.

**GENERAL CONDITIONS FOR SITE MAINTENANCE**

1. FACILITY is a part of the COUNTY potable water system and is in operation 24 hours per day, seven (7) days per week. CONTRACTOR shall coordinate with the COUNTY before commencement of any and all work.
2. FACILITY is a wildlife habitat. Potentially dangerous animals are present: alligators, bob cats, otters, and others.
3. CONTRACTOR shall maintain the site for safe ingress and egress of County vehicles and immediately report to the COUNTY unsafe conditions or unusual activity.
4. The entrance gate at US Highway 1 shall be kept closed and locked. CONTRACTOR will be provided with a key.
5. CONTRACTOR shall not store equipment on the site, except equipment used for Spoonbill projects.
6. CONTRACTOR shall not store fuel, oil, or chemicals on the site and shall immediately report all spills to the COUNTY.
7. CONTRACTOR shall remove from the site all litter encountered during maintenance activities.
8. CONTRACTOR shall exercise caution using gasoline-powered tools while working in and around the water.

**ITEM 14. STORM EVENT RESPONSE**

**14.1 Summary**

1. CONTRACTOR, at the request of the County, may be required to document pre- and post-storm documentation of Spoonbill.
2. CONTRACTOR shall be on-site within 24 hours of post-storm.
3. CONTRACTOR shall document damage with photos and site map of location of photos.
4. CONTRACTOR will provide the COUNTY a detailed report with photos of damage within 10 calendar post-storm events.
5. CONTRACTOR will clear all roads for access to the entire site within five (5) calendar days post-storm.

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## Exhibit 2 – Price Proposal

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**PROPOSAL PRICING – RFP 2022071 – Annual Maintenance at Spoonbill Marsh Constructed**  
**Wetland Treatment System – Addendum 1**

Proposer submits the following prices for the work described in this solicitation (calculate total cost by multiplying unit cost and quantity):

ITEM NO.	DESCRIPTION	FREQUENCY	SCHEDULE												UNIT COST	UNIT	Qty	TOTAL COST
1	SITE MOWING -BRUSH HOG	(6) TOTAL PER YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	\$ 915.00	EA	6	\$ 5,490.00
2	LAWN MOWING	(18) TOTAL PER YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	\$ 123.50	EA	18	\$ 2,223.00
3	INVASIVE SPECIES CONTROL	(4) TOTAL PER YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	\$ 516.00	HR QTR	4	\$ 2,064.00
4	SUMP, TRASH SCREEN & WETWELL CLEANING	QUARTERLY PER YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	\$ 17,650.00	QTR	4	\$ 70,600.00
5	MANATEE SCREEN CLEANING	PER COUNTY DIRECTIVE	CONTRACTOR SHALL REMOVE ALL BLOCKAGE WITHIN 24 HOURS NOTIFICATION FROM THE COUNTY.												\$ 44.50	HR	4	\$ 1,424.00
6	BOARDWALK MAINTENANCE COUNTY TO PURCHASE MATERIAL	QUARTERLY PER YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	\$ 1,076.00	HR QTR	4	\$ 4,304.00
7	BOARDWALK REPLACEMENT COUNTY TO PURCHASE MATERIAL	ONCE PER YEAR	REPLACE 100 TOTAL FEET OF BOARDWALK. DEBRIS REMOVED FROM SITE.												\$ 7,500.00	EA	1	\$ 7,500.00
8	MANGROVE TRIMMING - BOARDWALK 3' CLEAR ZONE EACH SIDE	ONCE PER YEAR	TRIM ENTIRE LENGTH OF BOARDWALK EACH OCTOBER												\$ 17,955.00	EA	1	\$ 17,955.00

ITEM NO.	DESCRIPTION	FREQUENCY	SCHEDULE												UNIT COST	UNIT	Qty	TOTAL COST		
9	RUNNEL CLEANING AND DEBRIS REMOVAL	ONCE PER YEAR	MAY/ JUNE		CLEAN AND REMOVE DEBRIS FROM SITE. TOTAL OF 5560 LINEAR FEET.												\$92,450 <sup>00</sup>	EA	1	\$92,450 <sup>00</sup>
10	MOSQUITO DITCH CLEANING	ONCE PER YEAR	FEB/ MAR		PER FOOT PRICE. ANTICIPATE CLEANING 500 LINEAR FEET.												\$39.75	FT	<del>1</del> 500	\$19,875 <sup>00</sup>
11	NORTH AND SOUTH BREECH DEBRIS REMOVAL	QUARTERLY PER YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	\$1,975 <sup>00</sup>	QTR	4	\$7,900 <sup>00</sup>		
12	ROAD REPAIR CONTRACTOR TO PURCHASE MATERIAL	PER COUNTY DIRECTIVE	PER HOUR PRICE												\$173.50	HR	<del>1</del> 32	\$5,552 <sup>00</sup>		
13	MISCELLANEOUS TASK	PER COUNTY DIRECTIVE	PER HOUR PRICE												\$64.80	HR	<del>650</del> 32	\$42,120 <sup>00</sup> *		
14	STORM EVENT RESPONSE	PER COUNTY DIRECTIVE	LUMP SUM INITIAL SITE												\$1,500 <sup>00</sup>	<del>HR</del> EA	1	\$1,500 <sup>00</sup>		
<b>TOTAL PROPOSED ANNUAL COST</b>																\$280,957 <sup>00</sup>				

UNIT REFERS TO THE NUMBER OF REPETITIONS PER YEAR

ITEM 3 INVASIVE SPECIES, PER HOUR PRICING, ESTIMATED AT 4 HOURS PER QUARTER, 16 HOURS PER YEAR

ITEM 5 MANATEE SCREEN CLEANING, PER HOUR PRICING, ESTIMATED AT 32 HOURS PER YEAR

ITEM 6 BOARDWALK MAINTENANCE, PER HOUR PRICING, ESTIMATED AT 8 HOURS PER QUARTER, 32 HOURS PER YEAR

ITEM 12, PER HOUR PRICING, 32 HOURS PER YEAR

ITEM 13 MISCELLANEOUS TASK, PER HOUR PRICING, ESTIMATED AT 8 HOURS PER QUARTER, 32 HOURS PER YEAR

SERVICE MONTHS ARE HIGHLIGHTED IN BLUE

\*Based on 650 HRS for Misc. Task

\* Line item 13 (Misc. Task): We project that there are significantly more miscellaneous tasks that need to be performed, and our estimated number of hours is closer to the actual time required than the number of hours estimated @ 32 HRS.

The following prices will be utilized for emergency response activities:

ITEM NO.	TITLE	DESCRIPTION	UNIT COST	UNIT
14	STORM EVENT INITIAL RESPONSE	LUMP SUM COST FOR SITE VISIT, DOCUMENTATION OF DAMAGE (PHOTOS) AND PREPARATION OF REPORT	\$ 1,500 <sup>00</sup>	LS
14a	TREE REMOVAL FROM BOARDWALK AND ACCESS ROADS	TRIM TREE TO CLEAR BOARDWALK/ROADWAY AND REMOVE DEBRIS	\$ 37.60	EA
14b.1	BOARDWALK REPAIR (12-FOOT-WIDE SECTIONS)	REPAIR AND REPLACEMENT OF RAILS, PICKETS, SEATING AND DECKING, WITH MATERIALS SUPPLIED BY COUNTY	\$ 17.60	LF
14b.2	BOARDWALK REPAIR (6-FOOT-WIDE SECTIONS)	REPAIR AND REPLACEMENT OF RAILS, PICKETS AND DECKING, WITH MATERIALS SUPPLIED BY COUNTY	\$ 8.80	LF
14b.3	BOARDWALK REPAIR (3-FOOT-WIDE SECTIONS)	REPAIR AND REPLACEMENT OF RAILS, PICKETS AND DECKING, WITH MATERIALS SUPPLIED BY COUNTY	\$ 4.40	LF
14c	BOARDWALK DEBRIS REMOVAL	PICKUP AND REMOVAL OF VEGETATIVE DEBRIS FROM THE BOARDWALK (PER LINEAR FOOT LENGTH OF BOARDWALK)	\$ 3.25	LF
14d	ROADWAY REBUILD/REPAIR	FURNISH AND INSTALL ROAD/SHELL BASE MATERIAL	\$ 31.85	TN
14e	ROADWAY GRADING/EXCAVATING	USE EQUIPMENT TO REGRADE WASHED ROADWAY	\$ 1.45	SF
14f	DITCH AND RUNNEL BANK DEBRIS REMOVAL	HAND REMOVAL AND DISPOSAL OF DEBRIS TO RESTORE FLOW (PER LINERAR FOOT LENGTH OF DITCH/RUNNEL)	\$ 16.62	LF
14g	CLEAN BASIN OF DEBRIS	INSTALL TEMPORARY COFFER DAM WEST OF MANATEE FENCE, DRAW DOWN WATER, AND REMOVE AND DISPOSE OF ALL SAND, SILT AND VEGETATIVE DEBRIS INSIDE BASIN AND PUMP STATION AREA	\$ 32,800 <sup>00</sup>	LS
14h	BANK RESHAPING/SLOPING	USE EQUIPMENT TO CORRECT SHAPE/SLOPE OF DITCHES	\$ 4.65	LF

(Units: LS – Lump Sum; EA – Each; SF – Square Foot; LF – Linear Foot; TN – Ton; CY – Cubic Yard)