

---

# Agreement

---

**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 Sandhill Environmental Services, 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 generally described as follows:

Earman Island Phase IV Re-Vegetation, Bid 2023032

## **ARTICLE 2 - CONTRACT TIMES**

### *2.01 Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the specifications are of the essence of the Agreement.

### *2.02 Days to Achieve Substantial Completion, Final Completion and Final Payment*

- A. Plantings will be installed and invoiced in accordance with Articles 3 and 4 by September 15, 2023.

## **ARTICLE 3 - CONTRACT PRICE**

3.01 OWNER shall pay CONTRACTOR for completion of the Work an amount in current funds equal to the sum of the amounts determined pursuant to paragraph 4.01.A and summarized in paragraph 4.01.C, below:

- A. For all installed plantings at the sizes and unit prices stated in CONTRACTOR's Bid, included as Exhibit 1.
- B. For the successful maintenance of all plantings for 180 days after installation, at the conclusion of that period, and at the lump sum price stated in Exhibit 1.
- C. THE CONTRACT SUM subject to additions and deductions provided in the Contract Documents:  
Numerical Amount: \$258,353.18  
Written Amount: Two-hundred fifty-eight thousand, three hundred fifty-three dollars and eighteen cents.

## **ARTICLE 4 - PAYMENT PROCEDURES**

### *4.01 Progress Payments.*

- A. The OWNER shall make progress payments to the CONTRACTOR on the basis of the approved partial payment request as recommended by ENGINEER in accordance with the

provisions of the Local Government Prompt Payment Act, Florida Statutes section 218.70 et. seq.

4.02 *Pay Requests.*

- A. Each request for a progress payment shall contain the CONTRACTOR'S certification. All progress payments will be on the basis of progress of the work measured by the schedule of values established, or in the case of unit price work based on the number of units completed.

4.03 Paragraphs 4.01 and 4.02 do not apply to construction services work purchased by the County as OWNER which are paid for, in whole or in part, with federal funds and are subject to federal grantor laws and regulations or requirements that are contrary to any provision of the Local Government Prompt Payment Act. In such event, payment and retainage provisions shall be governed by the applicable grant requirements and guidelines.

4.04 *Acceptance of Final Payment as Release.*

- A. The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER from all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with the work under this Agreement and for every act and neglect of the OWNER and others relating to or arising out of the work. Any payment, however, final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under this Agreement, the Invitation to Bid or the Public Construction Bond.

**ARTICLE 5 - INDEMNIFICATION**

5.01 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 6 - CONTRACTOR'S REPRESENTATIONS**

6.01 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 Invitation to Bid 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. Contractor is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

## **ARTICLE 7 - CONTRACT DOCUMENTS**

### *7.01 Contents*

- A. The Contract Documents consist of the following:
  - (1) This Agreement;
  - (2) Notice to Proceed;
  - (3) Public Construction Bond;
  - (4) Certificate(s) of Liability Insurance;
  - (5) Invitation to Bid 2023032;
  - (6) Addenda (numbers 1 to 2, inclusive);
  - (7) CONTRACTOR'S Bid Form;
  - (8) Bid Bond;
  - (9) Qualifications Questionnaire;

- (10) Drug Free Workplace Form;
- (11) Affidavit of Compliance;
- (12) Sworn Statement Under Section 105.08, Indian River County Code, on Disclosure of Relationships;
- (13) Certification Regarding Prohibition Against Contracting with Scrutinized Companies;
- (14) Certification Regarding Lobbying;
- (15) 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 8 - MISCELLANEOUS**

8.01 *Terms*

- A. Terms used in this Agreement will have the meanings indicated in the Invitation to Bid.

8.02 *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.

8.03 *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.

8.04 *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.

8.05 *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.

8.06 *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.

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 \_\_\_\_\_, 20\_\_ (the date the Agreement is approved by the Indian River County Board of County Commissioners, which is the Effective Date of the Agreement).

**OWNER:**

INDIAN RIVER COUNTY \_\_\_\_\_

By: \_\_\_\_\_  
Joseph H. Earman, Chairman

By: \_\_\_\_\_  
Michael C. Zito, Interim 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:  
Elizabeth Powell  
Director, Parks and Conservation Resources  
5500 77th Street  
Vero Beach, Florida 32967  
(772) 226-1873  
Facsimile: (772) 589-6119

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_  
(Contractor)

(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.)

**Exhibit 1 to the Agreement – Pricing**

... accordance with all terms, conditions, specifications, and requirements, the bidder offers the following:

<b>EARMAN ISLAND PHASE IV RESTORATION - PLANT MATERIALS</b>					<b>Unit Price (\$)</b>
<b>Grass/Shrub Planting (12.3 Acres)</b>					
<b>Scientific Name</b>	<b>Common Name</b>	<b>Size</b>	<b>Number of Plants</b>	<b>Alternate Size Bid</b>	
<i>Spartina patens</i>	Saltmeadow cordgrass	1G	11,965	1G	\$5.18
<i>Borrichia frutescens</i>	Sea-oxeye daisy	1G	4,486	1G	\$4.88
<i>Distichlis spicata</i>	Saltgrass	4"	2,990	4"	\$2.53
<i>Ipomoea pes-caprae</i>	Railroad vine	4", 1G	1,200	4"	\$2.53
<i>Flaveria linearis</i>	Yellowtop	4", 1G	1,595	4"	\$2.53
<i>Iva imbica</i>	Seacoast sumpweed	1G	1,595	1G	\$5.59
<i>Ageratum maritimum</i>	Dune mistflower	4", 1G	1,495	4"	\$3.51
<i>Gallardia pulchella</i>	Blanket flower	4", 1G	1,495	4"	\$2.53
<i>Helianthis debilis</i>	Dune sunflower	4", 1G	1,495	4"	\$2.53
<i>Lycium carolinianum</i>	Christmas berry	1G	1,200	1G	\$5.43
<i>Baccharis halimifolia</i>	Saltbush	1G, 3G	375	1G	\$4.88
<i>Serenoa repens</i>	Saw palmetto	1G, 3G	500	1G	\$6.30
<i>Iva frutescens</i>	Marsh elder	1G	300	1G	\$4.88
<i>Scavevola plumeri</i>	Inkberry	1G, 3G	250	1G	\$4.88
<i>Psychotria nervosa</i>	Wild Coffee	1G, 3G	375	1G	\$4.88
<i>Zanthoxylum fagara</i>	Wild lime	3G, 7G	125	3G	\$7.25
<i>Myrcianthes fragrans</i>	Simpson's stopper	3G,7G	125	3G	\$7.25
<i>Eugenia axilaris</i>	White stopper	3G,7G	225	3G	\$14.71
<i>Eugenia foetida</i>	Spanish stopper	3G,7G	150	3G	\$14.71
<i>Chrysobalanus icaco</i>	Cocoplum	3G	125	3G	\$9.41

Edge of Hammock Planting (1.4 Acres)					
Scientific Name	Common Name	Size	Number of Plants	Alternate Size Bid	Unit Price (\$)
<i>Spartina patens</i>	Saltmeadow cordgrass	1G	3,100	1G	\$5.18
<i>Borrichia frutescens</i>	Sea-oxeye daisy	1G	350	1G	\$4.88
<i>Ipomoea pes-caprae</i>	Railroad vine	4", 1G	200	4"	\$2.53
<i>Flaveria linearis</i>	Yellowtop	4", 1G	250	4"	\$2.53
<i>Ageratum maritimum</i>	Dune mistflower	4", 1G	250	4"	\$3.51
<i>Gallardia pulchella</i>	Blanket flower	4", 1G	250	4"	\$2.53
<i>Helianthis debilis</i>	Dune sunflower	4", 1G	250	4"	\$2.53
<i>Serenoa repens</i>	Saw palmetto	1G, 3G	37	1G	\$6.30
<i>Callicarpa americana</i>	Beautyberry	3G	50	3G	\$9.41
<i>Psychotria nervosa</i>	Wild Coffee	1G, 3G	50	1G	\$4.88
<i>Zanthoxylum fagara</i>	Wild lime	3G, 7G	12	3G	\$9.41
<i>Myrcianthes fragrans</i>	Simpson's stopper	3G, 7G	12	3G	\$9.41
<i>Sophora tomentosa</i>	Necklace pod	3G, 7G	12	3G	\$14.71
<i>Eugenia foetida</i>	Spanish stopper	3G, 7G	12	3G	\$14.71
<i>Chrysobalanus icaco</i>	Cocoplum	3G, 7G	12	3G	\$9.41
<i>Erythrina herbacea</i>	Cherokee bean	3G, 7G	12	3G	\$9.41
<i>Ardisia escallonioides</i>	Marlberry	7G	12	7G	\$72.13
<i>Citharexylum spinosum</i>	Fiddlewood	7G	12	7G	\$42.27
<i>Myrsine cubana</i>	Myrcine	7G	12	7G	\$42.27
<i>Quercus virginiana</i>	Live oak	7G	75	7G	\$42.27
<i>Bursera simaruba</i>	Gumbo limbo	7G	70	7G	\$50.99
<i>Sideroxylon foetidissimum</i>	False mastic	7G	50	7G	\$82.93
<i>Chrysophyllum oliviforme</i>	Satinleaf	7G	20	7G	\$50.99
<i>Quadrella jamaicensis</i>	Jamiaca caper	7G	20	7G	\$50.99



**Existing Hammock Planting (5% of 10.3 Acres of Hammock)**

Scientific Name	Common Name	Size	Number of Plants	Alternate Size Bid	Unit Price (\$)
<i>Serenoa repens</i>	Saw palmetto	1G, 3G	15	1G	\$6.30
<i>Callicarpa americana</i>	Beautyberry	3G	25	3G	\$9.41
<i>Psychotria nervosa</i>	Wild Coffee	1G, 3G	25	1G	\$4.88
<i>Myrcianthes fragrans</i>	Simpson's stopper	3G, 7G	12	3G	\$9.52
<i>Eugenia axilaris</i>	White stopper	3G, 7G	12	3G	\$14.71
<i>Eugenia foetida</i>	Spanish stopper	3G, 7G	12	3G	\$14.71
<i>Chrysobalanus icaco</i>	Cocoplum	3G, 7G	15	3G	\$9.41
<i>Erythrina herbacea</i>	Cherokee bean	3G, 7G	15	3G	\$9.41
<i>Ardisia escallonoides</i>	Marlberry	7G	15	7G	\$57.51
<i>Citharexylum spinosum</i>	Fiddlewood	7G	12	7G	\$27.64

Scientific Name	Common Name	Size	Number of Plants	Alternate Size Bid	Unit Price (\$)
<i>Myrsine cubana</i>	Myrcine	7G	12	7G	\$27.64
<i>Quercus virginiana</i>	Live oak	7G	6	7G	\$27.64
<i>Bursera simaruba</i>	Gumbo limbo	7G	12	7G	\$36.37
<i>Sideroxylon foetidissimum</i>	False mastic	7G	3	7G	\$68.31
<i>Chrysophyllum oliviforme</i>	Satinleaf	7G	2	7G	\$36.37

Additional Bid Items	Quantity	Total Cost
<b>Mobilization</b>	<b>LS</b>	<b>\$18,720.00</b>
<b>Miscellaneous Materials</b>	<b>LS</b>	<b>\$6,250.00</b>
<b>180-Days Maintenance</b>	<b>LS</b>	<b>\$47,421.25</b>