

SECOND AMENDMENT TO AGREEMENT FOR LEE COUNTY MARSH MAINTENANCE

THIS SECOND AMENDMENT TO AGREEMENT FOR LEE COUNTY MARSH MAINTENANCE, made and entered into by and between the Lee County Board of County Commissioners, a political subdivision of the State of Florida ("County") and Woods and Wetlands, Inc., ("Vendor"), collectively, the "Parties."

WHEREAS, the County entered into an Agreement, through Solicitation No. B220148JJB, for marsh maintenance services with Vendor on the 19th day of May, 2022 ("Agreement"); and,

WHEREAS, after execution of the Agreement, the County determined that a new annual maintenance event for a portion of the Fichter's Creek service location, needed to be added to the Agreement; and,

WHEREAS, County and Vendor desire to enter into this First Amendment to add the new annual maintenance event to the Exhibit A. Scope of Work and Specifications section of the Agreement, the Fichter's Creek location map to the Attachment 9.2 to Solicitation No. B220148JJB and the accompanying pricing to the Exhibit B. Fee Schedule.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Effective November 7, 2023, the Exhibit A. Scope of Work and Specifications shall be Supplemented by the following:

10. FICHTER'S CREEK PRESERVE ANNUAL MAINTENANCE EVENT

- 10.1 Vendor shall provide the labor, equipment, materials and supplies for (1) initial and annual preserve maintenance event within the 13.01-acre Wetland Enhancement area at the Fichter's Creek in Alva, FL for 2023 and additional annual preserve maintenance events to be performed in every year of the contract term, at the discretion of the County. The 13.01-acre parcel extends from the northwest corner of current maintenance area towards the east end of the site for one mile. All Category I and II species will be killed-in-place with the appropriate herbicide and left in place to naturally decompose. Vendor shall perform all the services described in a professional and workman-like manner and in compliance with all applicable Florida state and local statutes, rules and regulations.
- 10.2 The first of these services shall be performed by the Vendor in December 2023, to be scheduled with the Lee County Natural Resources department. The subsequent annual maintenance events shall be performed by the Vendor in August of each subsequent year of the contract term, to be scheduled with the Lee County Natural Resources department.

2. Effective November 7, 2023, the Exhibit B. Fee Schedule shall be superseded by the following:

Lee County Marsh Maintenance					
Item	Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Amount
1.1	6 Mile - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$4,000.00	\$12,000.00
1.2	6 Mile - Mowing and Removing trash/debris	LS	3	\$500.00	\$1,500.00
1.3	6 Mile - General Maintenance	LS	3	\$200.00	\$600.00
2.1	10 Mile Canal (Daniels) - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$6,000.00	\$18,000.00
2.2	10 Mile Canal (Daniels) - Mowing and Removing trash/debris	LS	3	\$1,000.00	\$3,000.00
2.3	10 Mile Canal (Daniels) - General Maintenance	LS	3	\$500.00	\$1,500.00
3.1	Briarcliff - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$5,800.00	\$17,400.00
3.2	Briarcliff - Mowing and Removing trash/debris	LS	3	\$1,000.00	\$3,000.00
3.3	Briarcliff - General Maintenance	LS	3	\$500.00	\$1,500.00
4.1	Fichter's Creek - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$9,000.00	\$27,000.00
4.2	Fichter's Creek - Mowing and Removing trash/debris	LS	3	\$1,000.00	\$3,000.00
4.3	Fichter's Creek - General Maintenance	LS	3	\$500.00	\$1,500.00
4.4	Fichter's Creek - Annual Maintenance Event	LS	1	\$8,900.00	\$8,900.00
5.1	Gator Slough - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$5,000.00	\$15,000.00
5.2	Gator Slough - Mowing and Removing trash/debris	LS	3	\$500.00	\$1,500.00
5.3	Gator Slough - General Maintenance	LS	3	\$500.00	\$1,500.00
6.1	Halfway Creek - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$1,000.00	\$3,000.00
6.2	Halfway Creek - Mowing and Removing trash/debris	LS	3	\$500.00	\$1,500.00
6.3	Halfway Creek - General Maintenance	LS	3	\$500.00	\$1,500.00
7.1	Lake Park Filter Marsh - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$22,000.00	\$66,000.00
7.2	Lake Park Filter Marsh - Mowing and Removing trash/debris	LS	3	\$1,000.00	\$3,000.00
7.3	Lake Park Filter Marsh - General Maintenance	LS	3	\$1,000.00	\$3,000.00
8.1	Nalle Grade - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$7,000.00	21,000.00
8.2	Nalle Grade - Mowing and Removing trash/debris	LS	3	\$1,000.00	\$3,000.00
8.3	Nalle Grade - General Maintenance	LS	3	\$1,000.00	\$3,000.00
9.1	Palmona Park - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$5,000.00	\$15,000.00
9.2	Palmona Park - Mowing and Removing trash/debris	LS	3	\$1,000.00	\$3,000.00
9.3	Palmona Park - General Maintenance	LS	3	\$1,000.00	\$3,000.00
10.1	Popash Creek - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$4,000.00	\$12,000.00
10.2	Popash Creek - Mowing and Removing trash/debris	LS	3	\$1,000.00	\$3,000.00
10.3	Popash Creek - General Maintenance	LS	3	\$4,000.00	12,000.00
11.1	Powell Creek Filter Marsh - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$4,500.00	\$13,500.00
11.2	Powell Creek Filter Marsh - Mowing and Removing trash/debris	LS	3	\$500.00	\$1,500.00
11.3	Powell Creek Filter Marsh - General Maintenance	LS	3	\$500.00	\$1,500.00
12.1	Prairie Pines - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$9,000.00	\$27,000.00
12.2	Prairie Pines - Mowing and Removing trash/debris	LS	3	\$1,500.00	\$4,500.00
12.3	Prairie Pines - General Maintenance	LS	3	\$500.00	\$1,500.00
13.1	Yellow Fever Creek - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$1,500.00	\$4,500.00
13.2	Yellow Fever Creek - Mowing and Removing trash/debris	LS	3	\$500.00	\$1,500.00
13.3	Yellow Fever Creek - General Maintenance	LS	3	\$500.00	\$1,500.00
14.1	Yellow Fever Creek Preserve - Herbicide Treatment and Category 1 & 2 exotic and nuisance	LS	3	\$1,500.00	\$4,500.00
14.2	Yellow Fever Creek Preserve - Mowing and Removing trash/debris	LS	3	\$500.00	\$1,500.00
14.3	Yellow Fever Creek Preserve - General Maintenance	LS	3	\$500.00	\$1,500.00

3. Effective November 7, 2023, Attachment 9.2 to Solicitation No. B220148JJB shall be supplemented by the following:

Task 4.4 Fichter's Creek - Annual Maintenance Event Location:



[Remainder of the page left intentionally blank.]

IN WITNESS WHEREOF this Second Amendment of the Agreement has been signed and sealed, in duplicate, by the respective Parties hereto.

DATED this _____ by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: _____
Mary G. Tucker
Director of Procurement Management, on
behalf of the Board of County Commissioners

APPROVED as to Form for the Reliance of
Lee County Only

BY: _____
County Attorney's Office

DATED this 13 day of October, 2023 by Woods and Wetlands, Inc.

ATTEST:

(Witness)

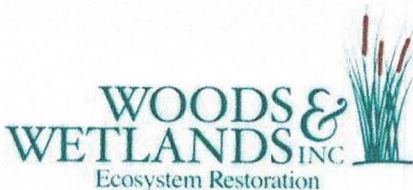
BY: _____
Authorized Signature

DAVID J. QUINLAN
Authorized Signature Printed Name

President
Authorized Signature Title

CORPORATE SEAL:





Trusted Experience. Sustainable Solutions.

PROPOSAL

October 10, 2023

PROJECT: Fichter’s Creek Wetland Enhancement Area
CLIENT: Lee County

SCOPE OF WORK

Woods and Wetlands Inc will provide the labor, equipment, materials and supplies for (1) initial and (3) annual preserve maintenance events within the 13.01-acre Wetland Enhancement area at the Fichter’s Creek in Alva, FL. The 13.01-acre parcel extends from the northwest corner of current maintenance area towards the east end of the site for one mile. All Category I and II species will be killed-in-place with the appropriate herbicide and left in place to naturally decompose.

DATE AND PRICE OF WORK

December 2023-	\$8,900.00
August 2024/2025/2026	\$8,900.00/event
Total-	\$35,600.00



Woods and Wetlands Inc will perform all the services described in the above referenced SCOPE OF WORK in a professional and workman-like manner and in compliance with all applicable Florida state and local statutes, rules and regulations.

TERMS AND CONDITIONS

Invoices are due and payable upon receipt. Prices are valid for 30 days. This Proposal becomes an Agreement when signed by both the Client and Woods and Wetlands Inc and modifications or services not specifically included by reference herein will be undertaken and completed only by Change Order(s) signed by an authorized representative of each of the above and will be invoiced as additional services to the Client. In the event of an issue, clarification of intent or dispute at some future date, this Proposal/Agreement shall be interpreted according to the laws of the State of Florida.

Accepted this _____ day of _____, 2023.

Lee County

Title

Woods & Wetlands Inc.

Title
