

B220148JJB
Lee County Marsh Maintenance
Woods and Wetlands, Inc. – Amendment 2

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.

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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

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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.]

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Lee County Marsh Maintenance
Woods and Wetlands, Inc. – Amendment 2

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

DATED this 11/9/2023 | 9:22 AM EST by the Lee County Board of County Commissioners.

COUNTY: LEE COUNTY, FLORIDA

BY: ^{DocuSigned by:}
Mary G. Tucker
217443FA0278447...
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: ^{DocuSigned by:}
Joseph Adams
DCCFD FED4580467...
County Attorney's Office

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

ATTEST:

[Signature]
(Witness)

BY: [Signature]
Authorized Signature

DAVID J. QUINLAN
Authorized Signature Printed Name

President
Authorized Signature Title

CORPORATE SEAL:





Trusted Experience. Sustainable Solutions.

PROPOSAL

October 10, 2023

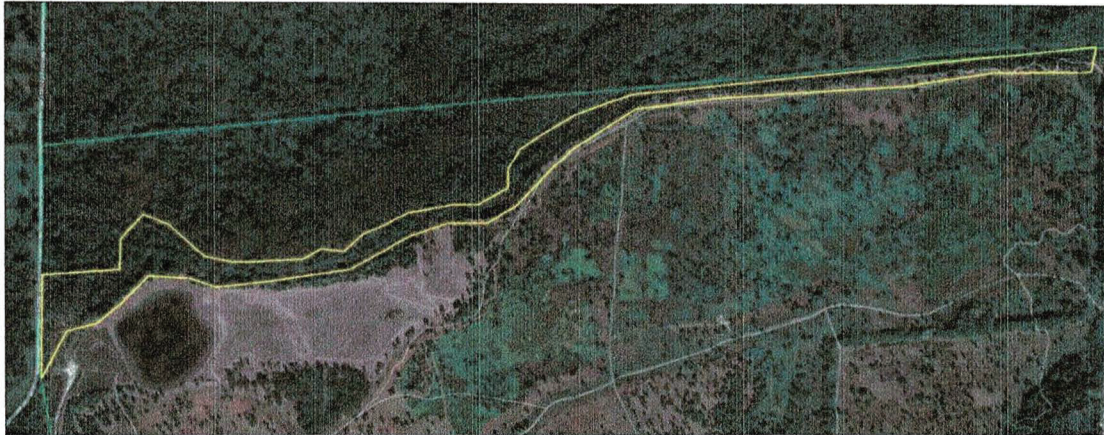
PROJECT: Fichter’s Creek Wetland Enhancement Area
CLIENT: Lee County

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

County Manager Designation Approval

Marc

B2200148JJB Lee County Marsh Maintenance

Vendor Name	Woods & Wetlands, Inc.
Document Type	Second Amendment
Reason for Amendment	To add a new annual maintenance event for Lee County filter marsh maintenance services at the Fichter Creek
Dollars Spent Previously	The amendment will increase the contract amount by \$8,900.00 annually.
New Anticipated Contract Amount	\$334,000.00
Department	Natural Resources

Please Return to Procurement

Approved: _____



Date: _____

11/07/23

EXHIBIT B FEE SCHEDULE

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
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
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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
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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
BID SUMMARY					
PROJECT TOTAL					\$318,000.00

**AGENDA ITEM REPORT**

DATE: November 7, 2023
DEPARTMENT: Natural Resources
REQUESTER: Roland Ottolini
TITLE: Approve Amending Contract for Marsh Maintenance to Add Fichter's Creek

I. MOTION REQUESTED

A) Approve Amendment No. 2 with Woods and Wetlands, Inc., under Solicitation No. B220148JJB, Lee County Marsh Maintenance, to add a new annual maintenance event for Lee County filter marsh maintenance services at Fichter's Creek, as provided on the attached amendment. The amendment will increase the contract amount by \$8,900.00 annually, with total anticipated expenditures in the amount of \$334,400.00.

B) Authorize the County Manager or designee to execute the amendment on behalf of the Board of County Commissioners.

II. ITEM SUMMARY

Approves a second amendment to the contract with Woods and Wetlands, Inc., to add a new annual maintenance activity for filter marsh maintenance services at Fichter's Creek to ensure the constructed water quality improvements function as intended. The amendment increases the contract amount by \$8,900 annually, with total anticipated expenditures in the amount of \$334,400. Total expenditures during Fiscal Year 2022-2023 were \$323,000.

III. BACKGROUND AND IMPLICATIONS OF ACTIONA) Board Action and Other History

On May 3, 2022, the Board of County Commissioners awarded B2200148JJB, Lee County Marsh Maintenance, to Woods and Wetlands, Inc. to provide the maintenance of different filter marshes throughout Lee County. The original term of the contract was for two years with an option to renew for up to three additional one-year periods.

On April 4, 2023, Amendment No. 1 to B2200148JJB, Lee County Marsh Maintenance was approved by the Board of County Commissioners to add a new location for Lee County filter marsh maintenance services at the Yellow Fever Marsh Preserve.

B) Policy IssuesC) BoCC Goals
Water QualityD) Analysis

This contract allows for the continued maintenance of the previously constructed water quality improvement projects. These projects were designed and constructed to address the Total Maximum Daily Load (TMDL) and adopted State of Florida Basin Management Action Plan (BMAP) for the Caloosahatchee Estuary and Everglades West Coast. Continual maintenance is a permit requirement and ensures the constructed water quality improvements function as intended.

E) Options**IV. FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	\$8,900
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Mandatory Required by SFWMD Permit No. 36-03165-P-02
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Unincorporated MSTU Program: Major Maintenance Project: Water Quality & Control Infrastructure Account Strings: 40313315500	
G)	Fund Type?	Unincorporated MSTU
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

Potential for additional sites to be added to this contract, as Natural Resources implements more "like" projects.

ATTACHMENTS:

Description	Upload Date	Type
Woods & Wetlands Amendment#2	10/16/2023	Agreement
SFWMD Permit	10/23/2023	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Natural Resources	Tucker, Mary	Approved	10/27/2023 - 8:47 AM
Natural Resources	Ottolini, Roland	Approved	10/27/2023 - 8:52 AM
Budget Services	Guttery, Angela	Approved	10/27/2023 - 11:19 AM
Budget Services	Winton, Peter	Approved	10/27/2023 - 3:24 PM
County Attorney	Swindle, Amanda	Approved	10/30/2023 - 10:20 AM
County Manager	Mora, Marc	Approved	10/30/2023 - 4:40 PM

Certificate Of Completion

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Document Pages: 5	Signatures: 2
Supplemental Document Pages: 8	Initials: 0
Certificate Pages: 5	Envelope Originator: Daniel Goggin
AutoNav: Enabled	2115 Second St, First Floor
Enveloped Stamping: Enabled	Fort Meyers, FL 33901
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	dgoggin@leegov.com
	IP Address: 208.89.76.205

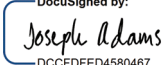
Record Tracking

Status: Original	Holder: Daniel Goggin	Location: DocuSign
11/8/2023 1:08:33 PM	dgoggin@leegov.com	

Signer Events

Joseph Adams
jadams@leegov.com
Assistant County Attorney
Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Timestamp

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Electronic Record and Signature Disclosure:

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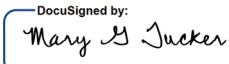
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Accepted: Not Required

03 - B220148JJB - Am 2 AIR - 11.7.2023 - Item 32.pdf Viewed: 11/8/2023 4:36:16 PM

Read: Not Required
Accepted: Not Required

Mary G Tucker
mtucker@leegov.com
Director, Procurement Management
Lee County BoCC
Security Level: Email, Account Authentication (None)

DocuSigned by:

217443FA0278447...
Signature Adoption: Pre-selected Style
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Signed: 11/9/2023 9:22:29 AM

Electronic Record and Signature Disclosure:

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Supplemental Documents:

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Accepted: Not Required

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Read: Not Required
Accepted: Not Required

Signer Events	Signature	Timestamp
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Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Erica Temerario etemerario@leegov.com Lauren Schaefer lschaefer@leegov.com Tina Boone tboone@leegov.com Legal Administrative Specialist, Sr Lee County BoCC Signing Group: County Attorney's Office Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/8/2023 4:34:56 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Connie Prevatte cprevatte@leegov.com Security Level: Email, Account Authentication (None)	<div style="border: 2px solid blue; padding: 5px; display: inline-block;">COPIED</div>	Sent: 11/9/2023 2:37:19 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	11/9/2023 2:37:17 PM
Completed	Security Checked	11/9/2023 2:37:19 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Lee County BOCC-Procurement Management (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Lee County BOCC-Procurement Management:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: mpatterson@leegov.com

To advise Lee County BOCC-Procurement Management of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at mpatterson@leegov.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to mpatterson@leegov.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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**AGENDA ITEM REPORT**

DATE: May 3, 2022
DEPARTMENT: Natural Resources
REQUESTER: Roland Ottolini
TITLE: Award Contract to Maintain Filter Marshes for Water Quality Improvement Projects

I. MOTION REQUESTED

A) Award Invitation to Bid No. B2200148JJB, Lee County Marsh Maintenance to Woods & Wetlands, Inc. for the maintenance of different filter marshes throughout Lee County, on an as-needed basis, for an initial term of two (2) years, as approved in the departments' annual adopted budget.

B) Authorize the Chair to execute the contract documents on behalf of the Board of County Commissioners.

C) Grant the County Manager or designee the authority to renew the contract, for up to three (3) additional years, and to execute all associated documents, as approved in the departments' annual adopted budgets, if doing so is in the best interest of Lee County, and there are no cost increases associated with the renewals.

II. ITEM SUMMARY

Approves a contract with Woods & Wetlands, Inc. to maintain 13 different filter marshes throughout Lee County on an as-needed basis not to exceed \$318,000 per year. The contractor will provide continued maintenance of previously constructed water quality improvement projects. Maintenance includes the removal of exotic vegetation, overgrowth and sediment. Continual maintenance is a permit requirement and ensures the water quality improvements function as intended. The Contract term is two years with a renewal option for three additional 1 year renewals with the combined length of all renewal terms not to exceed 5 years.

III. BACKGROUND AND IMPLICATIONS OF ACTIONA) Board Action and Other History

On January 5, 2022, Natural Resources' staff submitted Request to Initiate Procurement Action (RTI) to Procurement Management to seek qualified contractor to perform vegetation (upland/aquatic) general maintenance to 13 different filter marshes (6 Mile, 10 Mile Canal-D, Briarcliff, Fichter's Creek, Gator Slough, Halfway Creek, Lakes Park Filter Marsh, Nalle Grade, Palmona Park, Popash Creek, Powell Creek, Prairie Pines, Yellow Fever Creek) located within unincorporated Lee County 3 times per contract year.

On March 11, 2022 Procurement Management obtained bids for the project known as Invitation to Bid No. B2200148JJB, Lee County Marsh Maintenance. After conducting an analysis of the bid submissions, Woods & Wetlands, Inc. was determined to be the responsible bidder with the lowest responsive bid.

B) Policy IssuesC) BoCC Goals
Water QualityD) Analysis

This contract allows for the continued maintenance of the previously constructed water quality improvement projects. These projects were designed and constructed to address the Total Maximum Daily Load (TMDL) and adopted State of Florida Basin Management Action Plan (BMAP) for the Caloosahatchee Estuary and Everglades West Coast. Continual maintenance is a permit requirement and ensures the constructed water quality improvements function as intended.

E) Options**IV. FINANCIAL INFORMATION**

A)	Current year dollar amount of item:	\$318,000
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	No
F)	Fund: Unincorporated Area MSTU Program: Major Maintenance Project: Water Quality & Control Infrastructure Account Strings: 40313315500	

G)	Fund Type?	Other: Unincorporated MSTU
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

The Contract term is two years with a renewal option for three additional one-year renewals with the combined length of all renewal terms not to exceed 5 years. The Contractor will perform vegetation (upland/aquatic) and general maintenance on 13 different Lee County Marsh locations. Each project location will receive three maintenance events (one dry season, two wet season) per contract year. Maintenance event dates are to be determined by Contractor and County.

VII. FOLLOW UP

Potential for additional sites to be added to the Contract, as more "like" projects of Natural Resources are implemented.

ATTACHMENTS:

Description	Upload Date	Type
Woods & Wetlands, Inc. Contract	4/12/2022	Contract

REVIEWERS:

Department	Reviewer	Action	Date
Natural Resources	Tucker, Mary	Approved	4/20/2022 - 2:51 PM
Natural Resources	Ottolini, Roland	Rejected	4/20/2022 - 3:01 PM
Natural Resources	Thevenin, Marie	Approved	4/20/2022 - 3:57 PM
Natural Resources	Tucker, Mary	Approved	4/21/2022 - 1:02 PM
Natural Resources	Ottolini, Roland	Approved	4/25/2022 - 10:33 AM
Budget Services	Guttery, Angela	Approved	4/25/2022 - 11:36 AM
Budget Services	Winton, Peter	Approved	4/25/2022 - 11:45 AM
County Attorney	Swindle, Amanda	Approved	4/25/2022 - 1:18 PM
County Manager	Mora, Marc	Approved	4/25/2022 - 2:40 PM