

**AGREEMENT
EXOTIC PLANT ERADICATION SERVICES**

THIS AGREEMENT is made and entered into by and between the **COUNTY OF MANATEE**, a political subdivision of the State of Florida, hereinafter referred to as the "County," with offices located at 1112 Manatee Avenue West, Bradenton, Florida, 34205-7804, and **E CO CONSULTANTS, INC.**, hereinafter called "the Consultant," duly authorized to conduct business in the State of Florida, with offices located at 1523 8th Avenue West, Suite B, Palmetto, FL 34221.

WHEREAS, the County has determined that it is necessary, expedient and in the best interest of the County to retain, obtain or employ the Consultant to render and perform exotic plant eradication services in the manner set forth in this Agreement; and

WHEREAS, the County caused a public announcement to be made, distributed and published, requesting proposal (RFP #10-3448FL), for the selection of a provider of professional services in the manner set forth in this Agreement.

WITNESSETH

For and in consideration of the foregoing premises and the mutual covenants herein contained it is agreed by and between the parties hereto as follows:

ARTICLE 1. SCOPE OF AGREEMENT

This Agreement sets forth the general terms and conditions pursuant to which County retains Consultant to provide Exotic Plant Eradication Services on an as required basis for Manatee County as more specifically detailed in Exhibit "A".

ARTICLE 2. DURATION OF AGREEMENT

A. Term.

1. Unless renewed or extended as provided herein, this Agreement shall remain in full force and effect commencing June 1, 2010 and terminating May 31, 2011 with respect to the rights and duties of County and Consultant to negotiate and authorize Work Assignments and, with respect to all Work Assignments authorized during the effective period of this Agreement, until all Work Assignments have been completed.

ACCEPTED IN OPEN SESSION

JUN 03 2010

2. This Agreement may be renewed for four (4) additional periods, each of one (1) year upon mutual agreement of County and Consultant as execution of an addendum.

ARTICLE 3. COMPENSATION

- A. Compensation payable to Consultant for services rendered and expenditures incurred in providing the services identified in Exhibit "B" shall be established for each written Work Assignment issued in accordance with Article 5.
- B. Compensation to Consultant shall be computed based on actual service units and/or hours performed times unit fee rate.
- C. The unit fee rates shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits, operating margin and subcontractor costs.

ARTICLE 4. INVOICES AND TIME OF PAYMENT

- A. Consultant shall provide the particular County entity that authorizes the work with an invoice not more frequently than once a month, which shall include all compensation due Consultant for work accomplished pursuant to all Work Assignments. Consultant's invoice shall be in a form acceptable to County and provide specific details with respect to actual service units and/or hours of work incurred. If Consultant's service units and/or actual hours of work performed exceed the amount due based upon the percentage of each phase or task that has been completed, Consultant's invoice shall indicate the adjustment Consultant deems appropriate. County's payment shall be based upon the actual percentage of each phase of work that has been completed as of the date the invoice is prepared.
- B. The County agrees to pay the Consultant for the herein described services at a rate of compensation according to the unit rates stated in the Exhibit "B" attached hereto and made a part hereof and as detailed in the applicable Exhibit "C." The County shall have the right to retain from any payment due the Consultant under this Agreement an amount sufficient to satisfy any amount of liquidated damages due and owing to the County by the Consultant on any other agreement between the Consultant and the County.
- C. Payment shall be made only after receipt and approval of goods and services.

- D. If any Work Assignment requires units of deliverables, then such units must be received and accepted in writing by the Purchasing Official prior to payment.
- E. Any penalty for delay in payment shall be in accordance with the Florida Prompt Payment Act (Section 218.70, et seq., Florida Statutes).
- F. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the County at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the County upon request. Records of costs incurred include the Consultant's general accounting records and the project records, together with supporting documents and records of the Consultant and all subcontractors performing work on the project, and all other records of the Consultant and subcontractors considered necessary by the County for a proper audit of costs.
- G. Payment.
 - 1. County's payment shall be based upon the actual percentage of each phase of work that has been completed as of the date the invoice is prepared. The Consultant shall not charge any County entity for work performed for a different County entity.
 - 2. The County shall remit payment for each invoice within forty five (45) days after the receipt of an acceptable invoice. County shall give Consultant prompt notice of any dispute with respect to Consultant's invoice and shall, within the time established above, remit payment for the undisputed amount to the Consultant. Final payment for any Task shall not be made until accepted in accordance with the provisions of Article 16 of this Agreement.
 - 3. The Consultant agrees to permit full and open inspection of payroll records and other expenditures in connection with all work upon the request of the County and to maintain all financial records related to this Agreement for a period of three (3) years after termination or completion of the performance of this Agreement.

ARTICLE 5. WORK ASSIGNMENTS

Consultant shall provide services only after receipt of a written Work Assignment issued in accordance with this article and in accordance with the form provided in attached Exhibit "C." Work Assignments shall be signed by Consultant and County and shall constitute supplemental agreements entered into under the terms and conditions of this Agreement.

Each Work Assignment shall establish the following:

- A. A title for the project and a general description of the purpose for the work.
- B. The maximum total compensation and reimbursable expenses that will be paid to Consultant by County upon completion of the Work Assignment.
- C. A clear indication of the services to be furnished for a fixed fee and the services to be furnished based upon time and charges provided, however, that where services are based upon time and charges, the Work Assignment shall establish the maximum compensation and Consultant shall not exceed the maximum compensation established for such services.
- D. From the services listed on attached Exhibit "A," the services to be provided under the Work Assignment, the unit price and the number of units. Any specific services based upon maximum compensation and billed based upon actual time and charges shall be clearly identified.
- E. The agreed to date of completion for the Work Assignment. Where identified services within a Work Assignment must be completed by a specific date prior to completion of the entire Work Assignment, such date shall be established.
- F. Any services that will be performed by a subcontractor or a subconsultant, the identity of the subcontractor or subconsultant, if selected, and if not selected, the methodology to be employed by Consultant in selection of subcontractor or subconsultant.
- G. Any additional details that may be required to describe the duties and obligations of the parties with respect to a particular Work Assignment.
- H. Any supplementary information, not in conflict with the provisions of this Agreement, such as technical specifications, deliverables associated with the Work Assignment or any service.
- I. The identity of the person(s) who will serve as Consultant's Work Assignment Manager and the County's Project Work Assignment Manager if different from the Purchasing Official and Agent identified in this Agreement.
- J. The County will be entitled at all times to be advised, at its request, as to the status of work being done by the Consultant and of the details thereof and communication shall be maintained by the Consultant with representatives of the County.

- K. The County's Purchasing Official may approve Work Assignments not exceeding One Million (\$1,000,000) dollars for any single Work Assignment. Any single Work Assignment in excess of One Million (\$1,000,000) dollars, including any reimbursable expenses, shall not be effective unless such Work Assignment has been approved and signed by the Board of County Commissioners. Work Assignments shall not be artificially divided to increase the delegated authority provided to County's Purchasing Official. Separate Work Assignments may be required for services which may be a part of the same project and the provision of two Work Assignments for such a project shall not be considered as an enlargement of the authority delegated to the County Purchasing Official. The primary responsibility for insuring compliance with the limitations of this paragraph shall be the County's and the Consultant shall not be penalized or suffer any loss for its good faith performance of any Work Assignments received by Consultant and performed by Consultant as a result of County's failure to comply with this paragraph.

ARTICLE 6. NEGOTIATION OF WORK ASSIGNMENT

- A. For each project, grouping of substantially similar exotic plant eradication services effort, County shall negotiate each Work Assignment based upon estimated service units, projected by the Consultant and in accordance with the rate schedule provided in attached Exhibit "B." Compensation for each Work Assignment shall be based on actual service units performed, but in no event shall Consultant be entitled to reimbursement in excess of the amount established in a Work Assignment. County's Purchasing Official may authorize, in writing, in advance, adjustments in the compensation for particular phases or tasks established in the Work Assignment provided such adjustments do not exceed the maximum compensation and reimbursable expenditures authorized by the respective political entity for the particular Work Assignment.

ARTICLE 7. INSURANCE COVERAGE

- A. **COMMERCIAL GENERAL LIABILITY.** The Consultant shall have and maintain during the period of this Agreement, a commercial general liability insurance policy or policies affording minimum coverages as follows:

General aggregate	
Products /Completed	
Operations aggregate	\$300,000
Personal and advertising injury	\$300,000
Each occurrence	\$300,000

- B. BUSINESS AUTO POLICY. The Consultant shall have and maintain, during the period of this Agreement, a business auto insurance policy or policies affording minimum coverages as follows:

Each occurrence per bodily injury and
property damage liability \$300,000
Annual aggregate (if applicable). . . 3 x each occurrence limit

- C. WORKERS' COMPENSATION. The Consultant shall also carry and keep in force Workers' Compensation insurance as required under the applicable Workers' Compensation laws and statutes.

- D. CERTIFICATION OF INSURANCE AND COPIES OF POLICIES. Certificates of Insurance in triplicate evidencing the insurance coverage specified in the four above paragraphs A., B., C., and D., shall be filed with the Purchasing Manager before operations are begun. The required certificates of insurance shall not only name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverages, and also shall refer specifically to the project number and project title. Insurance shall remain in force at least one (1) year after completion and acceptance of the project by the County in the amounts and types as stated herein, including coverage for all products and services completed under this contract.

ADDITIONAL INSURED: - The County of Manatee shall be specifically named as an additional insured for Commercial General Liability.

If the initial insurance expires prior to the completion of operations and or services by the Consultant, renewal certificates of insurance and required copies of policies shall be furnished by the Consultant and delivered to the Purchasing Manager thirty (30) days prior to the date of their expiration.

ARTICLE 8. INDEMNIFICATION

The Consultant hereby agrees to indemnify, defend, save and hold harmless the County from all costs, expenses, claims, demands, liabilities, judgments and suits of any nature whatsoever, arising out of, because of, or due to any negligent, error, omission, or act of professional malpractice by the Consultant, or due to the breach of this Agreement by the Consultant, his subconsultants, agents or employees. It is specifically understood and agreed that the provisions of this Article are not intended to cover or indemnify the County for its own negligence or breach of Contract.

ARTICLE 9. INFORMATION REPORTS

The Consultant shall provide all information and reports required by County policies, procedures, regulations, rules, orders and/or instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant shall certify such to the County, as appropriate, and shall set forth what efforts have been made to obtain the information.

ARTICLE 10. COVENANTS OF THE COUNTY

The County hereby covenants and agrees:

- A. That County and Director of the Natural Resources Department (other County Departments as required) or their designees are hereby appointed as the County Purchasing Officials with respect to the services to be performed by the Consultant pursuant to this Agreement. The County Purchasing Officials shall have the authority to transmit instructions, receive information, interpret and define the policy of the County and make decisions pertinent to services covered by this Agreement. The County Purchasing Officials shall have the right, from time to time, to designate such other employees of Manatee County as he desires, to serve in their absence. The County reserves the right to designate a different Agent, provided that the Consultant is given written notice thereof.
- B. The County shall make available at no cost to the Consultant, available information relative to the project that is useful in the performance of the Scope of Services.
- C. The County shall give prompt notice to the Consultant whenever the County observes or otherwise becomes aware of any defect in the performance of work under this Agreement.
- D. The County shall give careful and reasonable consideration to the findings and recommendations of the Consultant and shall respond and issue notices to proceed in a timely manner so as not to unduly delay the Consultant's work called for by this Agreement.
- E. The County shall perform activities in this Article at no cost to the Consultant.

ARTICLE 11. COVENANTS OF THE CONSULTANT

Consultant hereby covenants and agrees:

- A. Chris Bryant, President, is hereby appointed as Consultant's Agent with respect to the services to be performed by the Consultant pursuant to this

Agreement. The Consultant's Agent shall have the authority without limitation, to make representations on behalf of Consultant, receive information, and interpret and define the needs of Consultant and make decisions pertinent to services covered by the Agreement. Consultant's Agent shall have the right, from time to time, to designate such other employees of Consultant's as he desires, to serve in his absence. Consultant reserves the right to designate a different agent, provided that the County is given written notice thereof.

- B. That the Work shall be performed in accordance with the terms and conditions of this Agreement.
- C. That all employees assigned to render services under this Agreement shall be duly qualified, registered, licensed or certified to provide the services required. All services shall comply with such reasonable supplemental written memoranda and directives provided by the Purchasing Officials, which are not in conflict with this Agreement.
- D. That Consultant shall be responsible for collecting all existing data required for the successful completion of each Work Assignment.

ARTICLE 12. CANCELLATION OF AGREEMENT

The County reserves the unilateral right to cancel or suspend all or a part of the services to be performed by the Consultant under the terms of this Agreement, or any Supplemental Agreement. If such services are canceled or suspended by the County, the Consultant shall be notified in writing and shall be compensated for satisfactory services rendered up to the time of notice of cancellation or suspension.

ARTICLE 13. TERMINATION AND DEFAULT

- A. This Agreement may be terminated by the County in whole or in part at any time the interest of the County requires such termination. The County also reserves the right to seek termination or cancellation of this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy. The County further reserves the right to terminate or cancel this Agreement in the event the Consultant makes an assignment for the benefit of creditors. This Agreement may be terminated by the Consultant only by mutual consent of both parties.
- B. If the County determines that the performance of the Consultant is not satisfactory, the County shall have the option of (1) immediately terminating the Agreement, or (2) notifying the Consultant of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time.

- C. If the County requires termination of this Agreement for reasons other than unsatisfactory performance of the Consultant, the County shall notify the Consultant of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If this Agreement is terminated before performance is completed, the Consultant shall be paid only for that work satisfactorily performed for which costs can be substantiated. All work in progress will become the property of the County and will be promptly delivered to the County by the Consultant upon final payment of an acceptable invoice.
- E. If termination shall apply only to additional work Assignments, County may terminate this Agreement upon delivery of written notice to the Consultant.
- F. Should County elect to terminate this Agreement in its entirety, Consultant shall be entitled to compensation for all services rendered or performed pursuant to any fully authorized Work Assignment through the date of termination, together with all authorized costs and expenses incurred in connection therewith provided County has given Consultant written notice ten (10) days in advance of the date of such termination and provided that services rendered and costs and expenses incurred do not exceed the maximum amount of compensation authorized for any phase of work based upon the percentage of the phase completed or, where applicable, any price established for a specific task.

ARTICLE 14. ASSIGNMENT AND SUBCONTRACTS

It is expected that the Consultant shall have standard in-house capability to provide all the services required by this Agreement. The Consultant shall not sublet, assign or transfer any work under this Agreement to another consultant or contractor, without the prior written consent of the County.

ARTICLE 15. KEY PERSONNEL

The following Key personnel are hereby assigned to the project by the Consultant and shall not be removed from the project until alternate personnel acceptable to the County are approved, in writing, by the County:

- Chris Bryant, President
- Danny Smith, Environmental Scientist

ARTICLE 16. ACCEPTANCE

When the services of the Consultant required for any project are complete, the Consultant shall notify the County in writing. Thereupon the County, within thirty (30) days, shall either provide its written acceptance or give the Consultant written notice of any unfinished or improperly performed services to be finished or corrected; if such written notice of acceptance or exception is not given within such period of time, the services shall be deemed to have been accepted by the County. However, acceptance of the work performed by the Consultant shall not be construed to be an acceptance of improper, defective or deficient work.

ARTICLE 17. FORCE MAJEURE

Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility, revolution, civil commotion, strike, epidemic, accident, fire, flood, wind, earthquake, explosion, lack of or failure of transportation facilities, any law, proclamation, regulation, ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause, whether or not enumerated in this Article, is beyond the control and without the fault or negligence of the party seeking relief under this Article.

ARTICLE 18. MISCELLANEOUS

- A. The Consultant and the County agree that the Consultant, its employees, and subcontractors are not employees or agents of the County as a result of this Agreement or in the performance of any duties pursuant to this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is, by the courts held to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. It is further agreed that venue for any legal or equitable action arising from or related to this Agreement shall be in Manatee County, Florida.

F. The following Exhibits are attached hereto and made a part hereof:

1. Exhibit "A": Scope of Service
2. Exhibit "B": Rate Schedule and Compensation
3. Exhibit "C": Sample "Work Assignment"
4. Exhibit "D" Certificate of Insurance

IN WITNESS WHEREOF, the parties hereto have caused this Agreement for Exotic Plant Eradication Services to be duly executed, in duplicate, by their authorized representatives.

CONTRACTOR

By: Danny Smith

Print Name: Danny Smith

Title: Environmental Scientist

Date: 5/18/2010

MANATEE COUNTY GOVERNMENT

By: Charles Hunsicker for the County

Print Name: Charles Hunsicker

Title: Director, A.P. Dept.

Date: 5/22/10

EXHIBIT "A"
SCOPE OF SERVICE

A.01 OVERVIEW

Work authorization for these services will be issued on an as needed and individual basis. A written description will be provided for each assignment, with specific instructions and project deliverables.

All work shall be performed in accordance with applicable Federal, State and Local regulations.

A.02 REQUIREMENTS

The Consultant shall perform, but is not limited to the following exotic plant eradication services on an as required basis within Manatee County for the Natural Resources Division.

- a. Exotic Plant Eradication on any lands managed by the Manatee County Natural Resources Department or lands managed by other County Departments as required.
- b. Treatment of any Category I or II exotic species found on the Florida Exotic Pest Plant Council's List.
- c. Cogan grass to be treated with a glyphosate product (does not have to be the "Round Up" brand name).
- d. Herbicides for treatment of specific target species shall be approved by the County prior to use.
- e. Contractor representative will meet bi-monthly with a representative from the Natural Resources Division.
- f. Contractor will notify the County of any deviation from zone weed control plan prior to proceeding.
- g. Contractor will work in pre-designated zones, as determined by County Staff.
- h. Site visits shall be included as part of each assignment.
- i. No broadcast spraying will be authorized.

- j. Manual services includes; backpack spraying, manual wicking/wiping, hand pulling, basal bark, frill and girdle, drop and chip, biomass removal.
- k. Consulting services includes but are not limited to; weed control and wetland vegetation management

EXHIBIT "B"
RATE SCHEDULE AND COMPENSATION

- B.01 Compensation payable to Consultant for services rendered and expenditures incurred in providing the services identified below and compensation to Consultant shall be computed based on actual service units and/or hours performed times unit fee rate.
- B.02. The unit fee rates shall be the total compensation for the services and shall contain all costs to include salaries, office operation, transportation, equipment, overhead, general and administrative, incidental expenses, fringe benefits, operating margin and subcontractor costs.

B.03 Rates:

Field Labor Rates

Field Supervisor (working)	\$28.00/per hr.
Field Labor (manual services)	\$18.00/per hr.

Consulting Labor Rates

Senior Scientist (Principal, Senior Biologist)	\$110.00/per hr.
Environmental Scientist (Biologist)	\$95.00/per hr.
Project Manager	\$70.00/per hr.

Equipment Rates Hourly

(this rate includes operator/herbicide application tech)

Airboat	\$60.00/per hr.
4x4 Spray Truck	\$40.00/per hr.
6x6 ATV	\$35.00/per hr.
4x4 Buggy	\$60.00/per hr.
Helicopter (two hour minimum)	\$2,300.00/per hr.

Equipment Rates Daily

Chainsaw	\$12.00/per day
Chipper 6"	\$350.00/per day
Chipper 12"	\$450.00/per day

Material Removal Daily Per Ton

(this rate includes loading, hauling and tipping fee)
(all material will be hauled to a permitted disposal facility)

Less than 15 tons per day	\$75.00/per ton
15-30 tons per day	\$55.00/per ton

Herbicide Rates per Gallon Mixture

(labor provided at rates stated above)
(herbicide prices are per gallon mixed to the solution with appropriate additional spray adjuvants and marker dye included in price)
(application rate to include hourly field labor rate plus gallon of herbicide applied)

2% Glyphosate (aquatic label)	\$1.02/per gal.
1% Glyphosate (aquatic label)	\$0.75/per gal.
2% Glyphosate	\$0.94/per gal.
1% Glyphosate	\$0.63/per gal.
0.25% Arsenal (imazapyr)	\$0.87/per gal.
1% Garlon 4 or equivalent	\$1.36/per gal.
0.125% Renovate or equivalent	\$0.66/per gal.

Additional Services

Track Hoe w/ thumb or bucket	\$95.00/per hr.
Articulated Pay Loader w/ bucket	\$90.00/per hr.
Bobcat	\$70.00/per hr.
Bobcat w/ mulching head mower	\$1,300.00/per day

EXHIBIT "C"
SAMPLE WORK ASSIGNMENT

WORK ASSIGNMENT NUMBER: _____

Pursuant to the Manatee County, Florida, Agreement for Exotic Plant Eradication Services entered into by and between the **COUNTY OF MANATEE**, hereinafter referred to as the "County" and **E CO CONSULTANTS, INC.**, hereinafter referred to as the "Consultant," a determination has been made by the County that there is a need for the performance of or rendering of services by the Consultant of a certain "Work Assignment" under the purview of said Contract, and the Consultant is hereby authorized to perform or render the particular services of work described as follows:

TITLE OF THE PROJECT: _____

PHASES AND/OR TASKS OF PROFESSIONAL SERVICES AUTHORIZED:

Consultant shall perform tasks as more specifically detailed in Attachments ____ through ____ as follows:

<u>Task No.</u>	<u>Title</u>
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<u>Subtask</u>	<u>Title</u>
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Compensation to the Consultant for rendering all of the above identified services and products shall not exceed \$_____. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task # _____	- \$
Task # _____	- \$

County may authorize, in writing, in advance, adjustments in the compensation for particular tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Partial compensation may be requested on a monthly basis for unit prices and actual hours incurred but not to exceed the percentage of the task completed.

The Consultant agrees to perform or render services in accordance with the Agreement for Exotic Plant Eradication Services and this Work Assignment.

The parties hereto have caused this work assignment to the Exotic Plant Eradication Services Agreement to be fully executed, in duplicate, by their authorized representatives.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

MANATEE COUNTY GOVERNMENT

By: _____ for the County

Print Name: _____

Title: _____

Date: _____

EXHIBIT "D"
CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

OP ID JO
ECCOCON1

DATE (MM/DD/YYYY)
05/18/10

PRODUCER
Boyd Insurance & Investment
Services, Inc.
717 Manatee Avenue West #300
Bradenton FL 34205
Phone: 941-745-8300 Fax: 941-745-2571

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Eco Consultants, Inc.
1523 8th Ave. W. Ste. B
Palmetto FL 34221

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A	Hartford Casualty Insurance Co	
INSURER B	Hartford Underwriters Ins Co	
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	X	GENERAL LIABILITY	21SBANC5303	02/27/10	02/27/11	EACH OCCURRENCE \$ 100000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
B		AUTOMOBILE LIABILITY	21UECUT0505	02/27/10	02/27/11	COMBINED SINGLE LIMIT (Ea accident) \$ 100000
		<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		ANY AUTO				OTHER THAN AUTO ONLY EA ACC \$ AGG \$
A		EXCESS / UMBRELLA LIABILITY	21SBANC5303	02/27/10	02/27/11	EACH OCCURRENCE \$ 100000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000				AGGREGATE \$ 1000000 \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	21WECGA5542	02/27/10	02/27/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under SPECIAL PROVISIONS below OTHER				E.L. EACH ACCIDENT \$ 50000 E.L. DISEASE - EA EMPLOYEE \$ 50000 E.L. DISEASE - POLICY LIMIT \$ 50000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The County of Manatee is listed as an Additional Insured with respect to General Liability.

CERTIFICATE HOLDER

CANCELLATION

The County of Manatee
 Financial Mgt Division
 Purchasing Division
 1112 Manatee Ave W
 Bradenton FL 34205

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Phillip B. Baker

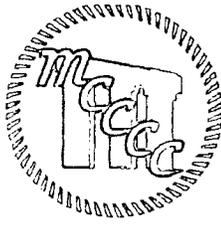
IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.



Manatee County

R.B. "Chips" Shore

Clerk of the Circuit Court and Comptroller

P.O. Box 25400 • Bradenton, Florida 34206 • (941) 749-1800 • FAX (941) 741-4082 • www.manateesclerk.com

DATE: June 3, 2010

TO: E Co Consultants
1523 8th Avenue West, Suite B
Palmetto, FL 34221

FROM: Clerk of Circuit Court
Board Records Department
Vicki Tessmer
P. O. Box 25400
Bradenton, FL 34206

RE: Exotic Plant Eradication Services

Approved: In open session by the Board of County Commissioners, Manatee County, Florida, on Approved Date June 3, 2010.

cc: Board Records
RBS/SGR

Frank Lambertson/Purchasing

"Pride in Service with a Vision to the Future"

Clerk of Circuit and County Court - Clerk of Board of County Commissioners - County Comptroller, Auditor and Recorder

MEMORANDUM



RECEIVED
MAY 27 2010

Financial Management Dept
Purchasing Division
1112 Manatee Ave W, Ste 803
Bradenton, FL 34205

MANATEE COUNTY
FLORIDA

BOARD RECORDS
Phone: 941.749.3014
Fax: 941.749.3034
www.myanatcc.org

To: Board Records, Clerk of the Circuit Court
From: Frank Lambertson, Contracts Negotiator, Purchasing Division
Date: May 25, 2010
Subject: Consent Agenda – Clerk's Consent Calendar

The attached Agreement is forwarded for inclusion in an upcoming Board of County Commissioner Consent Agenda, Clerk's Consent Calendar.

Authority to execute a contract per Manatee County Code of Law, Chapter 2-26, and per the delegation by the County Administrator effective August 10, 2009.

Instruction to Board Records:

Original to Board Records, and:

E Co Consultants, Inc., 1523 8th Avenue West, Suite B, Palmetto, FL 34221

Should you have any questions, please call Frank Lambertson at ext. 3042.

ACCEPTED IN OPEN SESSION

JUN 08 2010

BOARD OF COUNTY COMMISSIONERS
MANATEE COUNTY, FLORIDA

Enclosure: Agreement (two originals)