



DEPARTMENT OF PURCHASING AND CONTRACTS

15470 FLIGHT PATH DRIVE • BROOKSVILLE, FLORIDA 34604
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DATE: May 22, 2023
TO: Fran Hallet, Procurement Agent II
FROM: Marie Warren
SUBJECT: Recommendation for Award Bid No. 23-TG0011/FH
Project Name: Gopher Tortoise Removal

The attached bid received from Common Grounds Ecology Inc. for the above referenced project/solicitation is submitted for your review, evaluation, and award recommendation. In accordance with the Hernando County Ordinance No. 93.16, Section 2-105 (6) and Purchasing and Contracts Department Policies and Procedures Manual, Procedure No. 130F, Paragraph 3. (D), Policy140I, Paragraph 2(H), please complete items 2 through 6 and return this award recommendation form with your technical evaluation attached, approved by your department director/manager on or by 5:00 p.m. on April 4, 2023.

- 1. Total Contract Bid Price is: \$ N/A
2. Reference checks are satisfactory: XX YES NO
3. Recommend award as responsive and responsible bidder XX YES NO
4. Request Next Bidder? YES NO XX
5. Provide a statement that addresses the reason(s) for your recommendation or rejection. Include your basis for determining that pricing is fair and reasonable, and that the Bidder has the ability and resources to perform in accordance with the bid terms, conditions, and scope.
Common Grounds Ecology Inc is qualified and had excellent reference checks.
6. Provide the funding information: Fund 1013 Dept 03211 Account 5306308
7. Fund 1013 Dept 03211 Account 5306306: Fund 1013, Dept 03211 Account 5616313
8. Fund 1013, Dept 03211 Account 5616371

Recommendation Approved By: [Signature] Date: 5/25/23
Department Director/Manager

## TECHNICAL EVALUATION FOR BID AWARD

ITB# 23-TG0011/DK  
Gopher Tortoise Removal

### VENDOR: COMMON GROUNDS ECOLOGY, INC

This document has been developed to facilitate your evaluation. Your evaluation should be limited to the attached. **Purchasing will ensure that all documents required by the solicitation are contained for evaluation. This documentation will be included with the bid submitted for evaluation. Bids that are determined non-responsive by the Purchasing Division will not be submitted to you for evaluation.** Please note that you should focus your attention on the areas contained within this document. Your evaluation will be a major consideration as to the responsiveness and/or responsibility of a bidder.

- A. Is the amount of the bid reasonable and realistic for the services to be performed or the item or equipment to be purchased? **NO BID REQUIRED, BASED ON SKILL AND REFERENCES**

If the bid is considered reasonable/realistic, provide justification for your conclusion.

If you consider the bid to be unreasonable and/or unrealistic, please explain in detail.

- B. Was an independent County estimate developed prior to soliciting for the procurement? **NO**

If affirmative, submit this estimate with your evaluation in the same format as the bid schedule and describe the extent the estimate was used in the analysis of the bid.

- C. Do the resources (manpower, equipment, supplies, etc.) proposed by the bidder meet the minimum requirements, if any, established by the solicitation? **YES**

If minimums were not identified in the solicitation, you may request information on proposed resources from the bidder **through Purchasing.**

## TECHNICAL EVALUATION FOR BID AWARD

Page 2

When specific types and quantities of equipment are required to meet minimum standards, the bidder may address this requirement by providing purchasing with a pro-forma invoice with confirmation from a bank or lending institution to the effect that they are prepared to finance the lease or purchase of equipment necessary to perform the services if the bidder is awarded the contract. N/A

D. Does the bidder have a satisfactory record of performance? YES

At a minimum, the bidder's record on previous county contracts must be considered and an attempt must be made to contact all references. The reference form attached is to be used for your documentation of your reference check. If references cannot be contacted, the Department shall contact Purchasing for additional references. Purchasing shall request from the bidder in writing of this fact and inform that the reference must contact the project person within two business days, or it will negatively impact the evaluation the bid.

E. Provide your overall recommendation on the Recommendation for Award Form. WOULD USE THIS VENDOR FOR FUTURE PROJECTS.

**Note: At no time will the user/project person/bid evaluator discuss responsiveness, responsibility, or withdrawal from the bidding process with any bidder. Moreover, it is strictly prohibited for any County representative involved in the bidding process to attempt to negotiate bids, influence or otherwise impact the business decisions of a bidder.**

# REFERENCE CHECK

BID #: 23-TG0011/DK      BID TITLE: Gopher Tortoise Removal

RESPONDENT: Common Grounds Ecology Inc

REFERENCE (Company or Person): Green Source Environmental

PHONE #: 813-767-2035      PERSON YOU SPOKE TO: Ryan Deibler

1. Describe the work contracted by your firm/company.

Threatened and endangered species work.

2. Was the work completed on time?

Yes

3. Were you satisfied with the final results?

Yes

4. Did you implement their recommendations?

Yes

5. Did you encounter any problems?

No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	<u>5</u>
Qualifications	<u>5</u>
Final Product	<u>5</u>
Cooperation	<u>5</u>
Reliability	<u>5</u>

7. Would you contract with this company again?

Yes xx      No             Maybe       

Reference checked by: Marie Warren      Date: 5/23/2023

## REFERENCE CHECK

BID #: 23-TG0011/DK      BID TITLE: Gopher Tortoise Removal

RESPONDENT: Common Grounds Ecology Inc

REFERENCE (Company or Person): Hernando County Environmental Lands

PHONE #: 352-428-4610      PERSON YOU SPOKE TO: Mike Singer

1. Describe the work contracted by your firm/company.

Threatened and endangered species work.

2. Was the work completed on time?

Yes

3. Were you satisfied with the final results?

Yes

4. Did you implement their recommendations?

Yes

5. Did you encounter any problems?

No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism      5

Qualifications      5

Final Product      5

Cooperation      5

Reliability      5

7. Would you contract with this company again?

Yes xx      No             Maybe       

Reference checked by: Marie Warren

Date: 5/23/2023

**REFERENCE CHECK**

BID #: **23-TG0011/DK**      BID TITLE: **Gopher Tortoise Removal**

RESPONDENT: Common Grounds Ecology Inc

REFERENCE (Company or Person): Chris & Chris Investments, LLC

PHONE #: 863-287-7117      PERSON YOU SPOKE TO: Larry Cahoon

1. Describe the work contracted by your firm/company.  
Removal of gopher tortoise from Gary Mine, assorted Phases & locations.
  
2. Was the work completed on time?  
Yes
  
3. Were you satisfied with the final results?  
Yes
  
4. Did you implement their recommendations?  
Yes
  
5. Did you encounter any problems?  
No
  
6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:  

Professionalism	<u>5</u>
Qualifications	<u>5</u>
Final Product	<u>5</u>
Cooperation	<u>5</u>
Reliability	<u>5</u>
  
7. Would you contract with this company again?  
Yes xx      No \_\_\_\_\_      Maybe \_\_\_\_\_

Reference checked by: Marie Warren      Date: 5/18/2023

## REFERENCE CHECK

BID #: 23-TG0011/DK      BID TITLE: Gopher Tortoise Removal

RESPONDENT: Common Grounds Ecology Inc

REFERENCE (Company or Person): J M B Companies

PHONE #: 337-280-1665      PERSON YOU SPOKE TO: J Kacey Peterson

1. Describe the work contracted by your firm/company.

Gopher tortoise surveys and vegetation surveys

2. Was the work completed on time?

Yes

3. Were you satisfied with the final results?

Their reports are very thoughtout.

4. Did you implement their recommendations?

Yes

5. Did you encounter any problems?

No

6. How would you rate the company on a scale of 1 to 5 (low to high) on the following:

Professionalism	<u>5</u>
Qualifications	<u>5</u>
Final Product	<u>5</u>
Cooperation	<u>5</u>
Reliability	<u>5</u>

7. Would you contract with this company again?

Yes xx      No             Maybe       

Reference checked by: Marie Warren      Date: 5/23/2023



April 21, 2023

To: Jane Gonzalez  
Hernando County Board of County Commissioners  
Purchasing Department  
20 North Main Street, Room 365  
Brooksville, FL 34601

Subject: Prequalification Contract for Gopher Tortoise Survey, Removal and Relocation Services

Dear Ms. Gonzalez,

Thank you very much for considering Common Ground Ecology to provide gopher tortoise services as described in solicitation RFQ-23-TG0011/JG. Common Ground Ecology has staff members certified by the Florida Fish and Wildlife Conservation Commission (FWC) in all aspects necessary to survey for, relocate, and conserve gopher tortoises. We also have a presence on the Gopher Tortoise Technical Assistance Group (GTAG). The following proposal is for survey, permitting, removal and relocation services of gopher tortoises for upcoming construction and non-construction projects within Hernando County. All surveys will be conducted in accordance with the methodology described in the Florida Fish and Wildlife Conservation Commission's (FWC) Gopher Tortoise Permitting Guidelines. All surveys will also be conducted in accordance with Florida Department of Transportation (FDOT) guidelines and regulations. Particular attention will be given to create deliverables that match what would be required for state relocation permits, should future relocations and permitting be required. Additionally, Common Ground Ecology has provided examples of similar work the company has performed within the last three years, as well as copies of Authorized Agent licenses associated with all current staff members.

We at Common Ground look forward to working with you on future projects in Hernando County. Should you have any questions, please do not hesitate to call (813) 469-7485 or email [president@commongroundecology.com](mailto:president@commongroundecology.com).

Take Care,

A handwritten signature in blue ink, appearing to read "Lance Arvidson".

Lance Arvidson  
President + Senior Ecologist  
Common Ground Ecology

Common Ground Ecology  
3825 Henderson Blvd. Suite 300 • Tampa, FL • 33629  
(813) 469-7485





## COMPANY CREDENTIALS

### PROJECT HISTORY

Common Ground Ecology is committed to providing gopher tortoise services in the state of Florida at the highest level of professional safety, accuracy, and efficiency. As a company, we are well-versed in all stages of gopher tortoise services including permitting, surveying, and removal and relocation. We teach the FWC-approved Authorized Gopher Tortoise Agent training course, have two full time Authorized Gopher Tortoise Agents on our staff, and have been the lead authorized agent on 59 FWC permits. All services provided adhere to the strict rules and guidelines dictated by Florida FWC. Listed are permit numbers associated with some of the gopher tortoise survey and/or removal services Common Ground Ecology has provided:

Project Name	Permit Number	Permit Type
Gary Mine Phase 2	GTC-20-00359	Gopher Tortoise Conservation
Gary Mine Phase 3	GTC-21-00163	Gopher Tortoise Conservation
Gary Mine Phase 3, Part II	GTC-21-00400	Gopher Tortoise Conservation
Razorback Ranch Borrow Pit, Phase I	GTC-21-00455	Gopher Tortoise Conservation
Razorback Ridge, Phase II	GTC-22-00162	Gopher Tortoise Conservation
Razorback Ridge, Phase III	GTC-22-00511	Gopher Tortoise Conservation
Trileaf Pittman Project Site	GTT-22-00673	Gopher Tortoise 10 or Fewer Burrows
Harbor Ridge Communication Tower Project	GTT-21-02016	Gopher Tortoise 10 or Fewer Burrows
Trileaf Avilia Project Site	GTT-21-01777	Gopher Tortoise 10 or Fewer Burrows

Additionally, the following list highlights all of Common Ground's offered services associated with Gopher Tortoise Authorized Agents:

- Authorized Agent presence
- Initial Property Assessments
- Surveys
- Permitting
- Relocations
- Backhoe Excavations
- Trapping
- Recipient Site Permitting
- Authorized Agent Training



## **PROPOSAL AND SCOPE OF SERVICES**

This proposal describes the tasks and proposed costs associated with securing a relocation permit and relocating Gopher Tortoises for upcoming projects within Hernando County. The final total for mitigation and recipient site fees described on page three can only be calculated using the number of tortoises captured during the excavation (Task 3).

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### **TASK 1. GOPHER TORTOISE SURVEYS.....\$80/acre or \$275/mile**

Common Ground Ecology will:

- Perform the survey necessary to:
  1. Estimate the gopher tortoise population for permit application submittal
  2. Find 100% of gopher tortoise burrows within each project boundary, including the required 25ft boundary of each project as per FWC guidelines (pre-clearing survey).
- All surveys will be performed in accordance with the FWC gopher tortoise permitting guidelines.
- Create an accompanying map that displays all burrows within each project area's scope.

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### **TASK 2. FWC PERMIT APPLICATION.....\$2,000.00-\$5,000.00**

Common Ground Ecology will:

- Create all required permit materials
- Submit FWC permit application
- Coordinate the paying of the required state mitigation fees;
- Secure Permit
- Meet or otherwise coordinate with FWC on all gopher tortoise related matters for this project.

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### **TASK 3. RELOCATION AND AFTER ACTION REPORT.....\$2,900.00 flat fee for ≤10 burrows**

Common Ground Ecology will:

- Supply Excavator, Operator, and Authorized agent for 1 day of excavation; 1 day of excavation is roughly equivalent to 1-10 gopher tortoise burrows. For each day more or less than 1 excavator-days, the total for this task will change \$2,900.00;
- Excavate and/or trap all potentially occupied tortoise burrows on the project site;
- Remove and relocate all tortoises that are found;
- Transport and release tortoises at the recipient site;
- Complete the FWC After Action report to close out the permit;
- Coordinate the paying of recipient site fees for each tortoise. The number of tortoises is estimated to be 3, based on existing data;
- See below for explanation of fees, including how they can change based on actual tortoise abundance.

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**TOTAL FOR TASKS 1-3.....TBD**

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**PROJECT-RELATED FEES:**

As part of the above scope of services, Common Ground Ecology will coordinate the paying of the fees associated with this project. Mitigation fees must be paid directly to the FWC upon submittal of the permit application. Recipient site fees must be paid directly to the gopher tortoise recipient site once the tortoises have been transferred to the site and often require a deposit. Fees to be paid are:

**Mitigation Fees:.....\$234.00 for the 1<sup>st</sup> group of 10 burrows; \$351.00 for each burrow thereafter**

**Recipient Site Fees:.....\$6,100.00 per tortoise<sup>1</sup>**

<sup>1</sup>Recipient site fees vary according to market values based on capacity available at the time of work. The value given above is the cheapest likely rate for this fee. \$6,000.00-\$10,000 is the current per tortoise rate range based on recently polled recipient sites. Please note that Common Ground will have to measure, mark, transport, and release these tortoises at this recipient site. We are among the few firms that can provide this service but must add our cost of \$100 per adult tortoise to the recipient site fees, resulting in a per tortoise rate of \$2,400/tortoise.



**Example Services Agreement**


<b>Project Name/Location:</b>	Hernando County Gopher Tortoise Survey, Removal and Relocation Services
<b>Services to be provided:</b>	The following compensation for services of Common Ground Ecology Inc. will be rendered pursuant to the Proposal and Scope of Service in the preceding page of this agreement at a fixed fee for each task, and <b><u>only as those services are rendered</u></b> . Task totals are estimated to be: <b>GOPHER TORTOISE SURVEYS.....\$80/acre or \$275/mile</b> <b>FWC PERMIT APPLICATION.....\$2,000.00-\$5,000.00</b> <b>RELOCATION AND AFTER ACTION REPORT...\$2,900.00 flat fee for each group of ≤10 burrow</b> <b>GOPHER TORTOISE TRANSPORT AND MARKING.....\$100.00/tortoise</b>
<b>Fee Arrangement:</b>	Common Ground Ecology will bill the Client monthly upon completion of each task described above.
<b>Scope of Services:</b>	Please reference the “Proposal and Scope of Services” section above for detailed services.
<b>Special Conditions:</b>	All rates and fees shall be subject to renegotiation after a three (3) month period from the date of this Agreement if it has not been accepted. In the event new or additional regulations are adopted or implemented after the date of this Agreement, any additional work effort will be extra to this Agreement.

- Client to provide name, address and telephone number of property owner.
- Client to provide legal description(s) and parcel/folio number(s) for the property for the property.
- Client to provide Development Approvals and/or building permits prior to permit application.
- Client to provide any special site access information (contacts, keys, etc.).
- Client to provide or reimburse all agency and recipient site fees.

**This Agreement and the attached Terms and Conditions and Scope of Services constitute the complete agreement between Common Ground Ecology and Client with respect to the scope of services hereunder.**

**OFFERED BY:**

**ACCEPTED BY:**

  
 \_\_\_\_\_  
 Lance Arvidson  
 President + Senior Ecologist  
 Common Ground Ecology Inc.

04/21/2023  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Date

Common Ground Ecology  
 3825 Henderson Blvd. Suite 300 • Tampa, FL • 33629  
 (813) 469-7485



## TERMS AND CONDITIONS

Common Ground Ecology Inc. shall perform the services outlined in this Agreement for the stated fee arrangement in accordance with these terms and conditions:

**Access to site:** Upon execution of this Agreement, the Client represents that they have secured legal rights to access the property and authorizes Common Ground Ecology staff to access the site for activities necessary for the performance of the services.

**Fee:** Unless explicitly stated within the Scope of Services, the proposed cost reflects Common Ground Ecology best estimate of charges required to complete the project. In some cases, all tasks necessary to complete the project are not known at the beginning of the project. Discoveries made during the project may require amendments to the Scope of Services, which could affect final project costs. If such discoveries and/or amendments to the Scope are necessary Common Ground Ecology will inform the Client and provide an explanation of same and the parties shall agree on a modification of the Scope of Services or either party may terminate the Agreement. In the event the Agreement is terminated Common Ground Ecology shall be compensated for all services and expenses committed or performed through the date of termination.

If additional support is requested or required to attend team meetings, public hearings, agency negotiations or other services not specifically referenced to in the Scope of Services, that time will be billed on an hourly basis per the standard Common Ground Ecology Fee Schedule or under a separate agreement.

Where the fee arrangement is to be on an hourly basis or where additional services are requested by the Client, the hourly rates shall be those that prevail at the time services are rendered. Reimbursable out-of-pocket expenses will be invoiced at cost plus fifteen percent (15%). Such expenses may include: film, processing, outside reproduction costs, overnight delivery charges, laboratory fees, travel charges, subcontractors, equipment rental or project specific equipment purchases.

**Billings/Payments:** Invoices for Common Ground Ecology' services shall be submitted on a monthly basis. Invoices shall be payable within thirty (30) days after the invoice date. In the event that the Client disputes any portion of an invoice, client shall notify Common Ground Ecology of such disputed items within ten (10) days of invoice date. Retainers/deposits shall be credited on the final invoice.

**Late Payments:** Accounts unpaid thirty (30) days after the invoice date may be subject to a monthly service charge of one and one-half percent (1.5%) per month (eighteen percent per annum) on the unpaid balance. If invoices are not paid within sixty (60) days, Common Ground Ecology may, without waiving any claim or right against the Client, and without any liability whatsoever to the Client, terminate performance of the services. In the event any portion or all of an invoice remains unpaid ninety (90) after billing, the Client shall pay all costs of collection, including reasonable attorney's fees. By executing this Agreement the Client represents that it has the legal rights and authority to engage Common Ground Ecology to perform the requested services. Nonpayment of invoices for services may result in a mechanics lien being placed on the subject property.

**Indemnification:** The Client shall indemnify and hold harmless Common Ground Ecology and all of its personnel and subcontractors from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except Common Ground Ecology), or anyone for whose acts may be liable. Common Ground Ecology shall perform its services consistent with industry practices.

**Limitation of Liability:** The Client agrees to limit the Common Ground Ecology's liability to the Client for direct damages due to Common Ground Ecology's negligent acts, errors or omissions, such that the total aggregate liability of Common Ground Ecology shall not exceed Common Ground Ecology's total fee for services rendered on this project.

**Termination of Services:** This Agreement is subject to termination by the Client or Common Ground Ecology upon thirty (30) days written notice. In the event of any termination, Common Ground Ecology shall be paid for all services rendered and reimbursables incurred through the date of notice of termination. In the event of termination, the Client shall pay all additional costs reasonably related to termination of the project and a proportionate amount of the consideration hereunder commensurate with the portion of the project accomplished.

**Contract Transfers:** This contract is an exclusive contract between Common Ground Ecology and the Client. This contract may only be transferred with 30-day notification to Common Ground Ecology, and at Common Ground Ecology's discretion. Common Ground Ecology reserves the right to not accept contract transfers to a third party for any reason.

**Ownership of Documents:** All report documents produced by Common Ground Ecology under this Agreement shall be made available to the Client upon receipt of full payment for services rendered. Common Ground Ecology shall retain ownership of all field notes, computer files and project files used to produce the work products and may make copies of all work products.

**Applicable Laws:** Unless otherwise specified, this Agreement shall be governed by the laws of the State of Florida. In the event legal action is undertaken, it is hereby agreed that the venue and jurisdiction shall be Hillsborough County, Florida.

Common Ground Ecology  
3825 Henderson Blvd, Suite 300 • Tampa, FL • 33629  
(813) 469-7485



**AUTHORIZED AGENT PERMITS:**

Common Ground Ecology  
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(813) 469-7485