

**AGREEMENT BETWEEN ALACHUA COUNTY AND BARGE DESIGN SOLUTIONS INC
FOR ANNUAL VEGETATION MANAGEMENT, NO. 14335**

This Continuing Services Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and Barge Design Solutions, Inc, a Foreign for Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the County publicly issued a Request for Proposal (RFP) 25-172 seeking qualified firms or individuals to provide Annual Vegetation Management for County Conversation Lands; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide the work and services to the County; and

WHEREAS, the County desires to engage Contractor to provide the work and services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals**. The foregoing recitals are incorporated herein.
2. **Scope**. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual Vegetation Management for County Conversation Lands, as more particularly described in the Scope of Services attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term**. This Agreement is effective upon execution by both Parties (“effective date”) and continues until September 30, 2026, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional two (2) year term(s) at the same terms and conditions outlined herein. The Contractor may choose not to renew provided that County has written notice ninety (90) days prior to the County’s fiscal year (October 1st) for each term renewal.
4. **Closeout**. The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “5”**.
5. **Qualifications**. By executing this Agreement, Contractor makes the following representations to County:
 - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to provide the Services during the term of this Agreement.
 - B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such

services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.

- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

6. **Authorization for Services.** Authorization for performance of the Services by Contractor under this Agreement will be in the form of written Work Orders issued and executed by County and signed by Contractor. A sample Work Order is attached hereto as **Exhibit 2**. Each Work Order will describe the Services required, state the dates for commencement and completion of the Services, and state the amount and method of payment. Work Orders will be issued under and shall incorporate the terms of this Agreement. Whenever the terms of this Agreement conflict with any Work Order issued pursuant to it, the terms of this Agreement shall prevail. Changes to existing Work Orders will be authorized by a Work Order Change Order **Exhibit 2A**. The County makes no covenant or promise as to the amount or number of Services, work or projects to be requested of Contractor under this Agreement, or that Contractor will perform any project for the County during the term of this Agreement. The County Manager or his/her designee is authorized to initiate and sign Work Orders and Work Order Change Orders on behalf of the County.

7. **Payment.**

- A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services required will not exceed **(\$ 450, 000.00 annually** (“NTE amount”). Projects may be executed up to the NTE amount on a “Fixed Fee Basis”. Work Orders is issued for a Fixed Fee Basis, then the applicable Work Order Fixed Fee Basis amount will include any reimbursable expenses. Reimbursable expenses are subject to the applicable NTE amount.
- B. Contractor must provide detailed supporting documentation with any Project Work Order.
- C. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Environmental Protection

14 NE 1st St,
Gainesville, FL 32601

- D. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:

BARGE DESIGN SOLUTIONS, INC.
615 3rd Ave S Ste 700
Nashville, TN 37210

- E. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

8. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "3"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "3-A"**.

9. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

10. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's

representations pertaining to the deliverables.

11. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

12. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "4"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$20.00 per hour without health benefits

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

13. **Default and Termination.**

A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.

B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.

14. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

15. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

BARGE DESIGN SOLUTIONS, INC.
615 3rd Ave S Ste 700
Nashville, TN 37210

To County:

Alachua County Environmental Protection
14 NE 1st St,
Gainesville, FL 32601
sgreco@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts

acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuacounty.us

16. **Standard Clauses.**

A. **Public Records.** In accordance with § 119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.
2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in § 119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under § 119.10, Florida Statute, and costs of enforcement, including fees, under § 119.0701 and § 119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. **Confidential Information.** During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to

as “Confidential Information”), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida’s public record laws. Contractor shall clearly identify and mark Confidential Information as “Confidential Information” or “CI” and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor’s Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County’s misuse or modification of Contractor’s Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor’s sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys’ fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County’s choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor’s invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County’s reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County’s audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By: _____

Print: C. JASON REESHER

Title: VP, Env. & Natural Resources

Date: 9/17/24

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

- 1.3. The methods of herbicide application include, but are not limited to, foliar spray, frill and girdle, stump, basal bark, and broadcast (liquid and granular). Seedlings of some species in mixed plant communities may be hand pulled so as to minimize the impact of herbicide on non-target vegetation. In some cases, mechanical methods may be necessary, if it is determined to be the most cost-efficient or effective way to treat the target vegetation.
- 1.4. Many projects may require timed treatments for herbicide application. This is scheduled with the Project Manager and adjusted around seasonal temperatures, land management activities, and fluctuating water levels. Changing water levels may hinder site access or reduce the efficacy of herbicides. Some projects may require long-term crew commitment, although crew levels may be adjusted throughout the year.
- 1.5. Contractor ground crews shall be transported by vehicles including but not limited to trucks, ATVs, buggies, airboats, or boats. All transportation is the responsibility of the Contractor. Each ground crew shall consist of one supervisor and employees. Ground crews shall be supplied with appropriate equipment including but not limited to personal protective equipment, chainsaws, GPS units, machetes, and spray equipment.
- 1.6. The Contractor will be allowed to subcontract from a preapproved subcontractor with prior written or electronic mail approval of the County Project Manager.
- 1.7. The Contractor is responsible for understanding the Project Scope of Work specifications and the Project Manager's instructions. The Contractor shall request clarification or additional information when the intent of the Scope of Work or specific instructions are unclear or when the Contractor has any other issues or concerns related to the project. Verbal discussions are not binding.
- 1.8. All target plants must be treated, and treatment data shall be recorded on a Weekly Progress Report prior to proceeding to new treatment sites. Vegetation treatments shall be performed in accordance with an approved project Scope of Work (SOW).
- 1.9. Contractor Crew Supervisors must provide documentation of a current FDACS Pesticide Applicators License (General Standards-CORE), and including the Natural Areas Weed Management Certification. For projects involving Aquatic Plant Treatments, Supervisor must provide documentation of additional Aquatic Plant Management certification.

2. Requirements

- 2.1. Project Management -The County Project Manager shall manage each project, provide site direction, manage the administrative portions, and will manage the compliance portions.

- 2.2. Prior to the submission of project quotes by Contractors, an on-site “pre-quote” meeting will be conducted with the Project Manager and each invited Contractor or company representative to discuss the details of the project, to ensure that the Contractor clearly understands the County’s expectations.
- 2.3. Prior to the pre-quote meeting, a Project Statement of Work will be provided by the Project Manager via email and will include any changes (if applicable). Any changes to the SOW must be in writing or they are not binding.
- 2.4. The Contractor shall be responsible for technical quality, staff coordination, and adherence to time schedules. The Contractor shall also ensure the necessary coordination of each project, keeping deadlines in perspective.
- 2.5. The Contractor will strictly adhere to all herbicide label application, precautionary, and safety statements, and shall be liable for damage due to an herbicide spill or contamination.
- 2.6. The Contractor shall provide the County’s Project Manager with the following contact numbers: office telephone; cellular numbers for all supervisors working on County projects; and an email address. These items shall be in good working condition at all times. Additionally, electronic mail addresses for pertinent contractor personnel shall be provided to the County.
- 2.7. The Contractor must maintain the capacity to increase crew size/number when working under tight timeframes or awarded multiple projects.
- 2.8. The Contractors staff shall have the knowledge of, and at least one year of substantial experience in field identification and current control technologies of upland and aquatic invasive exotic plants common to Florida.
- 2.9. The Contractors staff shall have the knowledge of of the 2019 Florida Invasive Species Council Category I & II lists and the regional Early Detection Rapid Response (EDRR) species lists.
- 2.10. The Contractor shall maintain a Current Florida Department of Agriculture and Consumer Services pesticide certification in the Natural Areas and/or Aquatics category.
- 2.11. The Contractors staff shall have working knowledge of resource management methods, biological processes, and vegetation control techniques.
- 2.12. The Contractor shall maintain staff that has at least one year of substantial experience with herbicide use in accordance with the EPA label.
- 2.13. The Contractors staff shall have sound plant identification skills and experience working in habitats where threatened and endangered plants must be protected.
- 2.14. The Contractors staff shall have the ability to identify target from non-target plants “look-alike” native vegetation.

2.15. Deliverables - As specified in each Project Scope of Work; systematically traverse, locate, and treat 100% of the FISC listed or EDRR invasive plants within the designated acres of the County Preserve, minimum of 95% of target plants being killed.

2.16. **Equipment, Materials and Requirement Specifications**

2.16.1. The Contractor shall be responsible for providing applicators with all supplies and equipment, including backpack sprayers and blowers, machetes, spray bottles, safety equipment, etc. The Contractor shall supply airboats, all-terrain vehicles, and buggies to transport crews and supplies to and from treatment sites. The Contractor will supply GPS units, and communication equipment including cellular telephones. Contractors must have the ability to complete most project(s) based upon the equipment they own.

2.16.2. The Contractor shall have and maintain the following minimum equipment:

2.16.2.1. 4X4 Pick-up trucks/SUV's/vans capable of carrying the crew members plus the required equipment when transporting work crews in natural areas, and trucks capable of fitting at a minimum a fifty-gallon spray tank for spot treatment and broadcast applications and stocked with herbicide spill cleanup kit.

2.16.2.2. ATVs or similar vehicle (may be leased).

2.16.2.3. Watercraft (may be leased) for crew transport and for spraying vegetation bordering canals, lakes, and marsh areas. Airboat(s) must be capable of carrying required crew members plus required equipment when working in natural areas and capable of fitting at a minimum a fifty-gallon spray tank or injection system for aquatic operations.

2.16.2.4. A minimum fifty-gallon spray tank and backpack sprayers.

2.16.2.5. One (1) GPS unit per supervisor and applicator; and,

2.16.2.6. One (1) cellular phone per supervisor.

2.16.2.7. Chainsaw(s)

2.16.2.8. Water tank to transport water for field mixing of herbicides, either truck or trailer mounted. Minimum gallon capacity required is 100 gallons.

2.16.3. The Contractor shall be responsible for providing applicators with all supplies and equipment for upland and aquatic invasive exotic plant control, including vehicles, watercraft for transportation to work sites, GPS units, herbicides and adjuvants, sprayers, machetes, hand tools, chainsaws, brush cutters, safety equipment, potable water, and suitable communications capability to facilitate operational coordination and safety of crewmembers. Contractor-supplied airboats, all-terrain vehicles, and buggies will be required to transport crews and supplies to and from treatment sites.

Treatment sites on Alachua County Preserves typically do not have access to running water, bathrooms, or any utilities.

- 2.16.4. The Contractor shall always have on site appropriate first aid and spill kit(s).
- 2.16.5. The Contractor must have service providers, their locations, and replacement/downtime estimates pre-determined in the event of equipment failure, whether equipment is owned or rented.
- 2.16.6. It will be the responsibility of the County's Project Manager to inspect all equipment prior to work commencing on the first day at the project site, on any occasion that the equipment leaves the project site, and any time during the control operation.
- 2.16.7. The Contractor must be able to decontaminate all equipment and properly dispose of herbicide and adjuvant container.
- 2.16.8. All equipment used shall be in good repair and operating condition at all times, and be in compliance with all federal, state, and local vehicle regulations. All equipment shall meet all safety standards as established for that piece of equipment. All equipment shall be operated and maintained in accordance with the manufacturer's recommendations. All equipment shall be equipped with all appropriate safety guards, as specified by the manufacturer. The County reserves the right to request replacement of equipment or personnel if deemed to be unsafe or operating in an unsafe manner.
- 2.16.9. All equipment including but not limited to vehicles, trailers, ATV's, and chippers must be cleaned with a pressure washer to reduce the spread of exotic vegetation prior to initiating work activities on public lands. Decontamination protocols include spraying down all equipment surfaces including the undercarriage and tires to ensure that mud, sand, dirt muck and vegetative debris and other debris is not transported from the previous treatment site. All hand-held equipment such as chain saws, loppers, etc. to be used for treatment activities must be wiped down and cleaned so that they are free of debris.
- 2.17. The Contractor shall complete all work as set forth in the Project Scope of Work in full compliance with the terms of this RFP. The responsibilities of the Contractor include, but are not limited to:
- 2.18. **Upon issuance of a Contract the Contractor shall:**
 - 2.18.1. Contact the Project Manager to discuss project operations within seven (7) days.
 - 2.18.2. Initiate control operations at the specified project location within thirty (30) days of the issuance of the Contract, unless stated otherwise in the project Scope of Work, Contract, or email correspondence with the Project Manager. If the

Contractor fails to start work within said thirty (30) daytime period, the County shall have the option to terminate the Contract and assign to another contractor.

- 2.18.3. Record start and end work dates, if dates change by more than one week, they must update the Project Manager. The County must approve all start dates after 30 days of Contract issuance date or change thereof.
- 2.18.4. The Contractor shall notify the Project Manager via electronic mail or phone call three (3) days prior to entering the work site.
- 2.18.5. The Contractor's ground crew supervisor must be present at all times when work on the site is underway. Any change in the ground crew supervisor must be approved in advance by the County Project Manager. The ground crew supervisor shall communicate with all crew members and the Project Manager in a common language.

2.19. **Ground Crew Supervisors shall be responsible for:**

- 2.19.1. Coordination with the County Project Manager on a daily/weekly basis.
- 2.19.2. All control activities and safety on project sites.
- 2.19.3. Assuring that all contract crews are knowledgeable of and remain within property and treatment boundaries.
- 2.19.4. Assuring appropriate herbicide labels, Material Safety Data Sheets (MSDS), and a copy of the fully executed Work Order with maps are on site.
- 2.19.5. Assuring every effort is made to avoid damage to native vegetation and wildlife by training workers on the identification of target plants and "look-alike" native vegetation.
- 2.19.6. Assuring that all decontamination protocols are adhered to.
- 2.19.7. Ground Crew Supervisors shall be licensed pesticide applicators possessing current certification by the Florida Department of Agriculture and Consumer Services (FDACS) in the Natural Areas Weed Management and/or Aquatic Weed Control categories.
- 2.19.8. Ground crew supervisors shall be responsible for the collection, recording, and timely submission of all data and reports required. At regular intervals determined by the Project Manager and at the completion of initial treatment and site reassessment, a complete report will be submitted to the Project Manager via email detailing sites treated, cover class of plants and type of treatment used. This data will be recorded on the Weekly Progress Report (WPR), **Attachment A** to this Scope of Service. It is the responsibility of the Contractor to submit complete and correct WPR(s) to the County.

2.19.9. GPS units will be used to identify and document treatment area boundaries for each day worked. GPS tracks are used for monitoring treatment. Each crew member must carry a Garmin GPS (track setting should collect least often) or a smart phone with an application capable of recording GPX tracks. Submitting GPS tracks without actually conducting a treatment shall be grounds for default. The Contractor will save project tracks for each project and (if requested) emailed to the Project Manager. Retreatment tracks must be emailed to the Project Manager.

2.20. **Treatment:**

2.20.1. Target vegetation is site and Work Order specific and is primarily determined by the individual project's Scope of Work. The County shall set priorities for which species are to be treated, although the long-term goal is to remove all FISC listed invasive exotic plants from each site, if possible. If the Contractor is unclear if a particular species should be treated, they should contact the County's Project Manager.

2.20.2. It shall be the Contractor's responsibility to exercise care and protect all native vegetation at the project site. The Contractor is responsible for the restoration or replacement of all damaged native vegetation to the satisfaction of the Project Manager, at no cost to Alachua County or the land management agency where control operations occurred. Tree limbs, which interfere with equipment operation and are approved for pruning by the designated Project Manager, shall be neatly trimmed in accordance with American National Standards Institute (ANSI) Z133.1: "Tree Care Operations- Pruning, Trimming, Repairing, Maintaining and Removing Trees, and for Cutting Brush".

2.20.3. The Contractor shall be responsible for any repair, replace, or restore to original condition, all property damaged as a result of any activity by the Contractor, to the satisfaction of the Project Manager and the County. This includes, but is not limited to, soil grade disturbance resulting from heavy equipment/stump removal, pavement surface, turf areas, mixing zones, man-made structures, and equipment.

2.20.4. The Contractor shall be responsible for the systematic/methodical treatment of 100% of target vegetation identified in the project Scope-of-Work to prevent re-sprouting. A dead plant does not resprout from an original root/rhizome system. All parts of the plant must be dead, not simply defoliated. All control efforts shall be at least 95% effective in preventing re-sprout of all target vegetation, unless specified otherwise in the Contract. If 100% of the area is not treated and/or 95% kill rate is not achieved for any area of the project after one to six months post treatment, one additional thorough treatment will be the responsibility of the Contractor at no cost to the County or contracting entities. The County's decision as to the overall effectiveness of the treatment is final. All non-compliance must be resolved within 3 months of notification unless otherwise directed or approved by the County. If

non-compliance is delayed beyond 3 months during months conducive to treatment, the Contractor shall be responsible for retreatment of new growth. Inspections and non-compliance notifications may occur during or after treatment. Non-compliance re-treatment tracks must be turned into the Project Manager.

2.20.5. All herbicides must be EPA/FDACS registered or have the appropriate Florida Special Local Needs (Section 24(c) FIFRA) registration. ALL HERBICIDES SHALL BE USED IN ACCORDANCE WITH THE EPA LABEL. The Contractor is liable for any penalty, fines, or damages resulting from the misuse of herbicides.

2.20.6. Herbicides will be purchased by the Contractor. The County will consider alternative products or application rates recommended by the Contractor but reserves the right to determine the best approach.

2.20.7. While on the job site all herbicides and adjuvants must be kept with the supervisor/applicator at the treatment site or in a secured, ventilated, and locked truck, trailer, or shed as close to the treatment site as practicable at all times in accordance with Chapter 403.161, 403.413, 403.708 F.S. and Chapter 487.031 F.S. All products shall be stored in containers that are in good condition and sealed to prevent spills. All containers shall be inspected each workday for leaks, labeled to identify their contents and kept in a secure manner as to prevent the likelihood of leaks. The Contractor is responsible for keeping all empty containers in a secured ventilated and locked truck, trailer, or shed. The Contractor is also responsible for any leaks, spills, environmental damage, or theft of materials from the job site and for reporting quantities to the Florida Department of Environmental Protection. The Contractor is responsible for recycling containers.

2.20.8. The Contractor shall be responsible for immediate work stoppage and clean-up operation in the event of any spill of herbicide, petroleum product or other hazardous material. The Contractor shall report any such incident to the Project Manager and the Project Manager immediately.

2.20.9. Trees and debris must be prevented from falling into canals, roads, power lines, fence lines, structures, and adjacent private properties. If this occurs, work must cease until the tree or debris is immediately removed from the adjacent property, road, power line, fence line, structure or canals or any such area where it is not desirable. No tree should be treated and left standing if it is possible it could fall into a waterbody, road, power line, fence line, structure, or adjacent property at a later date.

2.20.10. The Contractor shall be responsible for compliance with all Federal and State laws regarding protected species including but not limited to the Endangered

Species Act. The Contractor shall not harass or injure any native wildlife. The Contractor shall also be aware and prevent damage to any rare or endangered native plants. When working in an area where these species may be present the Contractor must follow any established restrictions including those of U.S. Fish and Wildlife Service (USFWS) and FWC.

2.20.11. The Contractor is responsible for submitting complete and accurate paperwork for invoicing and all other required purposes.

2.20.12. Official invasive plant lists are typically used to determine priorities, including but not limited to, the Federal Noxious Weed List https://www.aphis.usda.gov/plant_health/plant_pest_info/weeds/downloads/weedlist.pdf, Florida Noxious Weed List <https://www.invasive.org/species/list.cfm?id=22> the Florida Invasive Species Council List of Invasive Species <https://floridainvasivespecies.org/plantlist2019.cfm> and Cooperative Invasive Species Management Areas Lists <https://www.floridainvasives.org/cismas/> To limit the establishment or spread of a new species that has the potential to become a widespread invader, the County may also target species that fall under Early Detection Rapid Response (EDRR) lists or are identified by the University of Florida's Assessment of Non-native Plants as invasive. <http://assessment.ifas.ufl.edu>

2.20.13. The Contractor is responsible for making sure that all gates are secured upon entering or exiting a gate.

2.20.14. Control methods being used for nuisance plants are listed below. Further description of these methods can be found in the University of Florida IFAS publication SP242 (Control of Non-native Plants in Natural Areas of Florida).

2.21. **Application Methods**

2.21.1. Manual removal: Includes hand pulling and using chainsaws or machete to cut and pile targeted vegetation. Seedlings may be hand-pulled in an effort to minimize the impact of herbicides on non-target vegetation. Pulled seedlings should be left where roots do not encounter contact with the soil to reduce the possibility of regrowth.

2.21.2. Foliar: Herbicide is diluted in water and applied to leaves using backpack and spray- bottles. Application may be directed to achieve selectivity or broadcast.

2.21.3. Stump treatment: After felling vegetation, herbicide is applied onto the cut stump surface. Large trees will not be felled unless instructed by the Project Manager.

2.21.4. Basal bark: Herbicide is applied with a backpack or spray bottle directly to the bark around the circumference of each stem(s)/tree(s). Herbicide must be in oil-soluble formulation.

- 2.21.5. Frill and girdle (aka hack and squirt): Cuts into the cambium are made completely around the circumference of the stem/tree no higher than one foot off the ground or above a forked stem and herbicide is applied completely around the girdle. For multiple stemmed plants/trees, each stem must be treated individually.
- 2.21.6. Soil applications: Granular formulations can be applied by handheld spreaders or specially designed blowers. Water soluble or water dispersible formulations can be applied with the same type of application equipment described for foliar applications.
- 2.21.7. All methods listed above have been found to be effective under certain circumstances; however, many factors can affect the performance of an herbicide application and results can vary. Choice of application method, herbicide, and rate for individual species depends on environmental conditions and personal experience. Marker dyes are useful and may be used to keep track of what vegetation has been treated when making applications to a larger number of trees or stumps. The Contractor may use herbicides and methods other than those listed on the project SOW only with prior approval of the County's Project Manager. The Contractor shall have full responsibility for systematically and completely treating the areas indicated. Treatment will start in the location designated by the Project Manager and proceed in a systematic manner. If the minimum acceptable performance is not achieved for any area of the project within a three (3) month time frame following project completion, additional thorough treatment of the target plant(s) shall be the responsibility of the Contractor at no cost to the County. A reasonable time frame is dependent upon species targeted, mode of action of treatment, herbicide, site, and weather conditions. Areas not treated or not responding to treatment may require retreatment, at the Contractor's expense, if the Project Manager determines that the Contractor provided faulty treatment measures or products.

2.22. **Decontamination Plan**

- 2.22.1. Prior to the commencement of an invasive plant removal project, the Project Manager shall address the necessity for a decontamination plan. The Contractor will be required to follow any site-specific decontamination plans. Conversely, if the Project Manager requires a plan, then the Contractor shall submit a brief decontamination plan in writing, to the Project Manager for approval. The decontamination plan shall identify specific decontamination procedures and decontamination locations. Decontamination protocols may vary depending upon the nature of the treatment site, type of treatment conducted at the site, and the exotic species that are scheduled for treatment.

- 2.22.2. In areas of known Lygodium populations, concerted effort will be made to remove spores from clothing and boots and cleaning boot lugs prior to leaving the treatment site.
- 2.22.3. Failure to comply with decontamination protocols constitutes reason for contract cancellation and dismissal of the Contractor.
- 2.22.4. The Contractor shall properly dispose of all herbicide and adjuvant containers.
- 2.22.5. The Contractor shall be responsible for monitoring wind speeds and take all precautions to reduce drift. Wind speed regulation may apply due to label restrictions or Florida's Organo-Auxin Herbicide Rule 2015.

2.23. Inspection and Compliance:

- 2.23.1. The County reserves the right to inspect, at any time, the Contractor's procedures, spray system, spray solution, and other ancillary equipment, and to approve or disapprove operating personnel. Inspection, however, shall not relieve the Contractor of any obligations or responsibilities nor shall it transfer any liability to the County. Should the services provided by the Contractor fail to meet the expectations of the County's Project Manager, the Contractor shall have a period of 5 working days from the date notice is given to the Contractor by the County, to correct all deficiencies in the Contractor's services under the Contract. All corrections shall be made to the satisfaction of the County Project Manager. Inability to correct all deficiencies within the specified 5 days shall be good and sufficient cause to terminate the Contract immediately, without the County being liable for any and all future obligations under the Contract as determined by the County at its sole discretion. The County, in its judgment, may elect to compensate the Contractor for any accepted work product through the date of termination of an authorized Contract, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.
- 2.23.2. At its sole discretion, the County has the right to order the immediate replacement of any individual(s) working on behalf of the Contractor if the basis for the replacement is not discriminatory or for any other reason contrary to law. The County may take this action if the County determines that it is in its best interest to do so but will not be required to provide a reason for requesting the replacement of any individual(s). The County may also elect to terminate this Contract, for this reason, without any liability whatsoever to the Contractor, including but not limited to liability for unfinished work product.
- 2.23.3. The County reserves the right to require the Contractor to replace any operating personnel or equipment used in the performance of this contract if the personnel or equipment are violating, or have violated, any state or federal laws; or are unsafe;

causing non-target damage; or for any valid reason. In this event, the Contractor shall immediately, upon written or verbal (to be later reduced to writing) communication from the County, provide replacements satisfactory to the County at no additional cost.

2.23.4. To ensure that the Contractor provides the best service to the County, the County has instituted a “Three Points Rule.” Failure to fulfill the responsibilities below shall subject the Contractor to an assessment of points as set forth in this RFP. An accrual of three points shall cause the Contractor to be ineligible to participate on any quote or project under any County Upland and/or Aquatic Invasive Plant Control Services contract for one calendar year after accrual of the third point, including as the primary contractor or as a sub-contractor. If the infraction is caused by the Contractor’s subcontractor, points will be assessed against both parties. If the Contractor has responsibilities for treatment or re-treatments remaining at the time they are pointed out, failure to fulfill those requirements would be grounds for termination rather than suspension unless otherwise stated by the County. Each point assessed will affect a contractor’s eligibility for three years from the date it was assessed. Contractors who are currently ineligible to participate on any quote or project because of accruing three points on other Upland and/or Aquatic Invasive Plant Control Services contracts may bid on this RFP but will not be awarded any project work until completing the remainder of one year of ineligibility. Upon completion of one year of ineligibility, the Contractor’s points reset to zero. Use of the “three-point rule” does not preclude the County from exercising its rights to terminate for default or convenience.

THREE POINT DEFAULT TABLE		
INFRACTION		POINTS
1	Failure to notify the Project Manager within 7 days upon issuance of the Contract or 3 days prior to initiating work (unless authorized by Project Manager).	0.5
2	Absence of the assigned crew supervisor holding valid FDACS pesticide applicator license in the Natural Areas Weed Management or Aquatic Weed Control certification.	1.0
3	Failure to complete the task specifications without written authorization from the County's Project Manager by completion date.	1.5

4	Failure to treat 100% of target vegetation and/or conduct retreatment to achieve 95% control level when directed by Project Manager or Project Manager.	2.0
5	Repeatedly submitting incorrect or incomplete progress reports, GPS tracks, or invoices.	0.5
6	Failure to obtain written approval to subcontract from Project Manager. Subcontractors shall be evaluated prior to approval.	1.0
7	Unacceptable non-target damage.	1.0
8	Unacceptable site disturbance.	1.0
9	Herbicide contamination/spill.	1.0
10	Failure to maintain communication with Project Manager on progress/problems and work initiation or completion.	1.0

2.24. Program Mechanics and Procedures

2.24.1. When upland and/or aquatic invasive exotic plants are identified and funding is available for control operations:

2.24.2. Depending upon the size and logistical requirements of a project, the County may select multiple awarded Contractors and notify them of the location, date, and time of a mandatory pre-quote visit at the control site. Projects will be awarded to the selected Contractor who submits the lowest quote or a "Specified Contractor" when circumstances exist that are in the best interest of the County. Awarded Contractors will submit a completed Work Order to County Project Manager, which must be executed by both Contractor and County before work can begin. No minimum amount of work is guaranteed by this Contract.

2.24.3. This notification will come from County Project Manager and include:

2.24.3.1. Project Scope of Work and prescription for the control activities [details may include but are limited to property boundaries, target species present, target species densities, habitat description, treatment history, herbicide(s) and rates, method(s) of application, number of work crews, and necessary equipment].

2.24.3.2. A map showing the location of the project.

2.24.3.3. The name and telephone number of the Project Manager.

2.24.3.4. Address to the location of the mandatory pre-quote visit, and

- 2.24.3.5. The deadline for submission of the quote being requested. Contractors must accept or decline the pre-quote meeting via email within five (5) business days.
- 2.24.3.6. In the event the Contractor does not respond to invitations within five (5) business days will be considered non-responsive and the pre-quote will be closed for attendance. If a Contractor does not respond to more than five (5) invitations, a letter will be required from the Contractor to the County stating their intent to remain or be removed from the quoting process.
- 2.24.4. All Contractors will be required to sign an attendance log at the beginning and at the conclusion of the pre-quote visit. Failure of a selected contractor to attend the entire mandatory pre-quote meeting and sign the attendance sheet at the beginning and the conclusion of the meeting shall disqualify that Contractor from submitting a quote for that job.
- 2.25. During the pre-quote site visit, selected Contractors will be shown:
 - 2.25.1. Areas that are characteristic of the majority of the project
 - 2.25.2. Areas that are unique (different terrain, endangered species habitat, difficult access, etc.)
 - 2.25.3. Property/control site boundaries, water sources and access points
 - 2.25.4. Locations for storing supplies, equipment, appropriate staging and decontamination areas
 - 2.25.5. Disposal locations of mulched materials, if necessary.
 - 2.25.6. Any modifications made to the scope of work because of the mandatory pre-quote meeting will be sent by electronic mail from the Project Manager to the attending Contractors, as evidenced by the attendance logs, within three (3) days after the pre-quote meeting.
 - 2.25.7. The Contractor shall submit a written quote to the Project Manager within the timeframe agreed upon at the pre-quote meeting in order to be eligible for an award.
 - 2.25.8. Each project will be awarded to the selected Contractor submitting the lowest responsive and responsible quote, or to a Specified Contractor (as defined in 9 following).
 - 2.25.9. The County reserves the right to award a project to a Specified Contractor when circumstances exist that are in the best interest of the County. These circumstances include, but are not limited to:
 - 2.25.9.1. Specified Contractor has unique equipment/specific experience required on the job site,
 - 2.25.9.2. Workload allocation,

- 2.25.9.3. Having specialized knowledge of and experience with federal or state listed Threatened and Endangered plant species on a site,
- 2.25.9.4. There is a cost benefit to the County (For example: when a Contractor already has work on a Preserve, adding another treatment area will be less because the Contractor does not have to factor for mobilizing and housing). All justification will be included in the project folder if or when such circumstances occur.
- 2.25.10. If the designated acres of a project are greater than 500 acres, a timeline may be added to complete the work. If applicable, the addition will be added to the quote acceptance phase and added to the Contract if the Contractor agrees to accept the quote.
- 2.25.11. Timeline Example: The Contractor shall be required to finish 25% of the total designated acres by the end of the first full month following the order start date and, thereafter, 25% of the total designated acres by the end of each subsequent month, with 100% to be completed by 15 September, or approximately four months after the order start date, whichever is sooner. All follow-up treatments, if required, must be completed by 15 September of the same calendar year. If the Contractor fails to start initial control operations within the thirty (30) day time period, per above, or is not completing the minimum amount of the total designated acres as set out in the above timeline, the County shall have the option to terminate the Contract and assign the project to another Contractor.
- 2.26. **Partial Payments:**
- 2.26.1. The County may, at its sole discretion, extend or end the time allowed for completion of this project due to water levels, inclement weather, or fire (prescribed or wild). Therefore, the County reserves the right to make partial payments to the Contractor at periodic intervals when a representative portion of the project has been completed as determined by the County Project Manager. If partial payments are to be made, acres will be used as the deliverable unit and payments will be based upon the number of acres completed, at a per acre price based upon the Contractor's project RFP.
- 2.27. **Special Provisions:**
- 2.27.1. **Cultural and Historical Resources**
- 2.27.1.1. If applicable, known historic, archeological, and cultural resources within the Contractor's work area(s) will be designated as a "sensitive environmental area" in the approved SOW. If so designated, the Contractor shall install protection for these resources and shall be responsible for their preservation for the duration of the Contract. The Contractor shall not distribute maps or other information on these resource locations except for distribution among the Contractor's staff with a "need to know" technical responsibility for protecting the resources.

2.27.2. Inadvertent Discoveries

2.27.2.1. If, during the performance of work, the Contractor observes items that may have historic or archeological value, such observations shall be reported immediately to the Project Manager so that the appropriate staff may be notified and a determination of what, if any, additional action is needed. Examples of historic, archaeological, and cultural resources are bones, remains, artifacts, shell, midden, charcoal, or other deposits, rocks or coral, evidence of agricultural or other human activity, alignments, and constructed features. The Contractor shall cease all activities that may result in the destruction of these resources and shall prevent its employees from further removing, or otherwise damaging, such resources.

2.27.3. General Natural/Cultural Resource Protection

2.27.3.1. Contractor's crew members shall not remove, damage, destroy, or harass any animal, non-target plant, wood, soil, sand, rocks, fossils, stones, or cultural resources including but not limited to pottery, chert flakes, arrow heads, pitch pine pots, old bottles, or bricks on conservation lands unless explicitly authorized.

2.28. Modifications to Contract

2.29. Alachua County reserves the right to add, delete or change services during the term of the agreement as determined to be in the best interest of the County. If it is determined by the County additional services are needed during the contract period, the Contractor and the County must mutually agree on the cost for the additional services. The Contractor will submit additional pricing on company letterhead to the Purchasing Office, signed by the responsible agent,

Date		Wind Direction/Speed	
Temperature		Relative Humidity	
Notes (record any precipitation event before,during, or after the herbicide treatment):			

Date		Wind Direction/Speed	
Temperature		Relative Humidity	
Notes (record any precipitation event before,during, or after the herbicide treatment):			

Date		Wind Direction/Speed	
Temperature		Relative Humidity	
Notes (record any precipitation event before,during, or after the herbicide treatment):			

Date		Wind Direction/Speed	
Temperature		Relative Humidity	
Notes (record any precipitation event before,during, or after the herbicide treatment):			

Date		Wind Direction/Speed	
Temperature		Relative Humidity	
Notes (record any precipitation event before,during, or after the herbicide treatment):			

Date		Wind Direction/Speed	
Temperature		Relative Humidity	
Notes (record any precipitation event before,during, or after the herbicide treatment):			

EXHIBIT 2: Work Order Notice to Proceed

WORK ORDER NO: _____

BILLING/INVOICE REFERENCE NO.: _____

PROJECT NUMBER: _____

PROJECT DESCRIPTION:

County: Alachua County, a political subdivision of the State of Florida.

Date Issued: _____

CONTRACTOR:

CONTRACTOR'S ADDRESS:

Execution of the Work Order by County shall serve as authorization for the Contractor to provide for the above project, Contractor services as set out in the Scope of Services attached as Exhibit "A," to that certain Agreement of _____ between the County and the Contractor and further delineated in the specifications, conditions, and requirements stated in the following listed documents which are attached hereto and made a part hereof.

ATTACHMENTS:

drawings/plans/specifications

scope of services

special conditions

The Contractor shall provide said services pursuant to this Work Order, its attachments and the above-referenced Agreement, which is incorporated herein by reference as if it had been set out in its entirety. Whenever the Work Order conflicts with said Agreement, the Agreement shall prevail.

TIME FOR COMPLETION: The work authorized by this Work Order shall be commenced upon the date written above or upon issuance of a Notice to Proceed by County and shall be completed within _____ (____) calendar days.

METHOD OF COMPENSATION:

(a) This Work Order is issued on a fixed fee basis

(b) The Contractor shall perform all work required by this Work Order for the sum of _____ DOLLARS (\$_____). In no event shall the Contractor be paid more than the Fixed Fee Amount.

The County shall make payment to the Contractor in strict accordance with the payment terms of the above-referenced Agreement.

It is expressly understood by the Contractor that this Work Order, until executed by the County, does not authorize the performance of any services by the Contractor and that the County, prior to its execution of the Work Order, reserves the right to authorize a party other than the Contractor to perform the services called for under this Work Order if it is determined that to do so is in the best interest of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Order on this ____ day of _____, 20____, for the purposes stated herein.

CONTRACTOR:

Witness

By: _____
Signature

Title: _____
Print Name and Title

Date: _____

ALACHUA COUNTY, FLORIDA

By: _____
Alachua County

Date: _____

EXHIBIT 2-A: Amendment to Work Order

AMENDMENT # _____
 NTP/Project # _____
 Date Issued: _____
 Contractor: _____
 Invoicing Reference # _____
 Contract Manager: _____
 Project #: _____

Work Order Description:
Deliverable(s):

Original Work Order Price:	
Total of Prior Approved Changes	
Amount of this Change in Work Order Add or (deduct)	
New Work Order Price with This Amendment:	

Original

Completion Date: _____ (_____ days after NTP)
 New Completion Date: _____ (_____ days after NTP)
 Not valid until signed by County

ALACHUA COUNTY:
By: _____
Title: _____
Date: _____

CONTRACTOR:
By: _____
Print Name: _____
Title: _____
Date: _____

Exhibit 3: Insurance Requirements

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: AGREEMENT BETWEEN ALACHUA COUNTY AND WITH BARGE DESIGN SOLUTIONS INC FOR ANNUAL VEGETATION MANAGEMENT, NO. 14335

Contract or Bid/RFP #: 14335

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements ("Wage Ordinance") contained in the Alachua County Code, as may be amended.

BARGE DESIGN SOLUTIONS, INC.
615 3rd Ave S Ste 700
Nashville, TN 37210

{---Email Address---}

CONTRACTOR

By: _____

Print: _____

Title: _____

Date: _____

Exhibit 6: Closeout Checklist

Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.

Contract No. 14334 – #14334 Agreement with Earth Balance Corporation for Annual Vegetation Management

Complete all applicable items.

ACTION/ITEM	Date Completed (by Vendor)	Vendor (initials)	County (initials)
General Requirements (Should be required on most Contracts)			
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
Contract Specific Requirements (All may not apply)			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT

Vendor/Contractor Signature

Date

Department Administrator Signature

Date