

**AGREEMENT BETWEEN ALACHUA COUNTY &
PROMISE HABITAT SERVICES, LLC FOR
ANNUAL FIRELINE ROAD AND FUELS TREATMENT PROJECTS NO. 14091**

This 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 PROMISE HABITAT SERVICES, LLC, a Florida Limited Liability Company 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 Invitation to Bid (ITB) 24-63 seeking qualified firms or individuals to provide annual Fireline Road and Fuels Treatment Projects; 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 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 of Services/Work.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform annual Fireline Road and Fuels Treatment Projects, as more particularly described in the Scope of Services/Work 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, unless earlier terminated as provided herein. This Agreement may be amended at the option of the County for one additional two-year term at the same terms and conditions outlined herein.
4. **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.

5. **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 will not exceed **\$150,000.00 annually** (“NTE amount”). Payment will be in accordance with the Rate Schedule attached as **Exhibit “2”** and incorporated herein.
- B. 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 Service 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 Street
Gainesville, FL 32601
- C. 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.
- D. 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.
- E. 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.
- F. 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.

7. **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”**.

8. **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. Precaution shall be exercised by the Contractor at all times for the protection of employees, other persons and property.

9. **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.

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

11. **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:

\$17.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour \$19.00 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.

12. **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 Director of Alachua County Environmental Protection is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within 7 days as specifically provided in the notice of default, the County Manager or designee 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 30 days written notice of termination for convenience to the Contractor. The Director of Environmental Protection 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 not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor.
- C. If the Contractor files for bankruptcy, either voluntary or involuntary, the County may terminate this Agreement effective on the day and at the time the bankruptcy petition is filed and may proceed to provide service or obtain services from another entity.
- D. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon no less than 24 hours 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 not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- E. 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. 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.

13. **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.

14. **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:

PROMISE HABITAT SERVICES, LLC
2001 West Sam Allen Road
Plant City, FL 33565

Brannen Willis
bwillis@promisehabitat.com

To County:

Environmental Protection
14 NE 1st Street
Gainesville, FL 32601
dhoyt@alachuacounty.us

cc: With a copy electronically sent to:
Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us
Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **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. Pursuant to F.S. sec. 448.095, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor during the term of the Agreement. Contractor shall require any subcontractors performing work or providing Services under this Agreement to register and use the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the subcontractor during the term of this Agreement, and otherwise comply with Florida law. The E-Verify system is located at <https://www.uscis.gov/E-Verify>. Failure to comply with this section is grounds for termination and the contractor (a) may not be awarded a contract with the County for at least 1 year after the date on which the contract was terminated and (b) is liable for any additional costs incurred by the County as a result of termination of this Agreement.

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.

Remainder of page intentionally left blank

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

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair
Board of County Commissioners

Date: _____

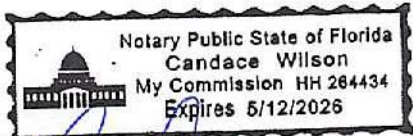
ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

CONTRACTOR



[Handwritten Signature]
Candace Wilson 1/10/24

By: Brannen H. Willis

Print: Brannen H. Willis

Title: Owner

Date: 1-10-2024

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.

Exhibit 1: Scope of Services/Work

General Provisions

- A. Contractor shall furnish all labor, equipment, and supplies and performing all operations necessary to meet the Project Goals.
 - 1. **Fuels Treatment- Project Goal:** *Reduce the stature and alter the arrangement of wildland fire fuels in an area to increase safety during fire operations and improve smoke management issues.*
 - 2. **Fireline and Road Projects –Project Goal:** *Create and maintain drivable and defensible firelines and roads within Alachua County lands for the purposes of prescribed burning, wildfire protection and other stewardship activities.*
- B. County Staff will mark and communicate to Contractor the perimeters of treatment and any vegetation, trees, tortoise burrows or other features to be excluded from treatment within the designated area.
- C. Equipment entering the project site will be free of all plant debris. County staff will inspect equipment prior to entry. Preserve gates should be kept locked.
- D. The footprint of the work should be kept to the treatment area to the greatest degree possible.
- E. Any preserve infrastructure damaged by the Contractor shall be repaired or replaced by the contractor to its original condition as determined by County (ACF) staff.
- F. The Contractor shall not remove, damage, destroy, or harass any animal, plant, wood, soil, sand, rocks, fossils or stones, or cultural resources including but not limited to pottery, chert flakes, arrow heads, pitch pine pots, old bottles or bricks on conservation lands. Should cultural resources be encountered, the Contractor shall leave them in place and report the location to the County.
- G. The County will not be bound by specific quantities. Estimates may change according to County needs. The 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 Procurement, signed by the responsible agent.

Fuels Mowing Reduce the stature and alter the arrangement of wildland fire fuels in an area to increase safety during fire operations and improve smoke management issues.

- A. Mow to no less than 6” above grade vegetation and trees up to 8” in diameter within a designated area as specified by staff. Minimize disturbance of mineral soil to avoid mixing treated fuels with soil. Fuels will be treated with a fixed-tooth cutting head or a heavy-duty rotary brush cutter mounted on a skid steer or on a tracked excavator, with a Brown Tree Cutter on a wheeled tractor, or with other equipment such as a Hydro Ax or Gyrotrac. Staff will determine equipment to be used and will mark the limits of the area to be mowed.
- B. Quote to be combined with the Fireline and Road Clearing, and Fireline and Road Shoulder Improvement Quote below.

Fireline and Road Clearing Create drivable and defensible firelines and roads within Alachua County lands for the purposes of prescribed burning, wildfire protection and other stewardship activities.

- A. Mow a marked lane of vegetation. Vegetation and trees up to 8” in diameter shall be mowed at or slightly below grade so that the lane is drivable. Fuels will be treated with a front-mounted fixed-tooth cutting head or a heavy-duty rotary brush cutter mounted on a tracked skid steer or on a tracked excavator, with a Brown Tree Cutter on a wheeled tractor, or with other equipment such as a Hydro Ax or Gyrotrac. County Staff will determine equipment *to be used and will mark the limits of the area to be mowed.*

Fireline and Road Shoulder Improvement Mow a marked lane of vegetation beyond one or both outer edges of an existing fireline or road. All vegetation and trees up to 8” in diameter shall be mowed to no less than 6” above grade to avoid mixing soil with fuels. Fuels will be treated with a fixed-tooth cutting head or a heavy-duty rotary brush cutter mounted on a tracked skid steer or on a tracked excavator, with a Brown Tree Cutter on a wheeled tractor, or with other equipment such as a Hydro Ax or Gyrotrac. County Staff will determine which equipment to be used and will mark the limits of the area to be mowed.

- A. For the services of Fireline and Road Clearing, Fireline and Road Shoulder Improvement, and Fuels Treatment the Contractor may use the following equipment:
 - 1. fixed tooth cutting head mounted on a tracked skidsteer
 - 2. heavy-duty rotary brush cutter mounted on a tracked skid steer.
 - 3. fixed tooth cutting head mounted on a tracked excavator.
 - 4. heavy-duty rotary brush cutter mounted on a tracked excavator.
 - 5. Brown Tree Cutter behind a wheeled tractor

6. other equipment as needed

New Fireline Creation Plow and/or disc marked lanes of vegetation to mineral soil, creating a smooth surface that is drivable. Use a fireplow behind a bulldozer for stumped/heavy root areas or firelane harrow behind a rubber tire tractor for lightly rooted, loose sand areas. Use firelane harrow to rehab plow scar areas. Staff will determine equipment to be used and will mark the limits of the area to be plowed/disced.

A. For the services of New Fireline Creation the Contractor may use the following equipment:

1. Fireplow behind a Bulldozer – JD450 or equivalent to plow new firelines to mineral soil
2. Six Feet Wide Firelane Harrow behind a rubber tire tractor to harrow new firelines to mineral soil or to rehab plow scars

Fireline and Road Maintenance Maintain drivable and defensible firelines and roads within Alachua County lands for the purposes of prescribed burning, wildfire protection and other stewardship activities.

- A. Trim overhanging branches and vegetation from one side of a fireline or road to a minimum height of 12 feet. Trim back to the width of the existing road clearing. Using handheld power tools. Disperse cut materials into the woods along road or fireline. Do not pile.
- B. Use a pto driven mower on a wheeled tractor to mow existing firelines and roads.
- C. Use a 6' fire line harrow on a wheeled tractor to harrow existing firelines to mineral soil.
- D. Use other equipment to maintain firelines and roads as requested.

Fireline and Road Stabilization Maintain or create drivable and defensible firelines and roads within Alachua County lands for the purposes of prescribed burning, wildfire protection and other stewardship activities.

- A. Use tracked excavator, bulldozer or backhoe to re-grade roads, pull ditches, remove berms, construct water bars and low water crossings or other road work as requested. Stabilize roads using recycled concrete, limerock and/or fill dirt on mineral soil or water permeable fabric. Install silt fencing.

Exhibit 2: Rate Schedule

General Pricing				
Line Item	Description	per acre/hour	Unit Cost	Other Specify (TigerCat, gyrotrack, etc)
1	Use a fixed-tooth cutting head mounted on a tracked skid steer (Fecon type)	acre	\$450.00	
2	Use a heavy-duty rotary brush cutter mounted on a tracked skid steer (Davco type)	acre	\$390.00	
3	Use a fixed-tooth cutting head mounted on a tracked excavator (Fecon type)	acre	\$750.00	
4	Use a heavy-duty rotary brush cutter mounted on a tracked excavator (Davco type)	acre	\$750.00	
5	Use a Brown Tree cutter on a wheeled tractor	acre	\$350.00	
6	Use a fireplow behind a Bulldozer – JD450 or equivalent to plow new firelines to mineral soil	hour	\$350.00	
7	Use a 6' firelane harrow behind a rubber tire tractor to harrow new firelines to mineral soil or to rehab plow scars	hour	\$275.00	
8	Use other (specify: TigerCat, gyrotrac, etc.)	acre	\$480.00	

Fireline and Road Maintenance				
Line item	Description	per acre/mile	Unit Cost	Other Specify
11	Trim overhanging branches from one side of a fireline or road to a height of 12 feet using handheld power tools	mile	\$2,500.00	
12	Use a pto driven mower on a wheeled tractor to mow existing firelines and roads	acre	\$380.00	
13	Use a 6' firelane harrow behind a rubber tire tractor to harrow existing firelines to mineral soil	mile	\$380.00	
14	Add any specific accessory or attachment what is acre price (ie, hay rake, blower, etc.)	acre	\$85.00	

Fireline and Road Stabilization				
Line Item	Description	per hour/load	Unit Cost	Discount (%)
17	Tracked Excavator operation – Kamatsu PC50 MR or equivalent	hour	\$225.00	0.0%
18	Tracked Excavator operation – JD160D or equivalent	hour	\$340.00	0.0%
19	Tracked Excavator operation – Cat 350 or equivalent	hour	\$600.00	0.0%
20	Bulldozer operation – JD450 or equivalent	hour	\$350.00	0.0%

21	Bulldozer operation – Cat D5 or equivalent	hour	\$375.00	0.0%
22	Backhoe operation	hour	\$300.00	0.0%
23	Water permeable fabric (delivery and placement included)	square yard	\$175.00	0.0%
24	Silt fencing (delivery and installation included)	linear foot	\$2.00	0.0%
25	18 cubic yards of clean fill dirt (delivery and placement included)	load	\$850.00	0.0%
26	18 cubic yards of stabilizer (mixture of soil and crushed limerock) (delivery and placement included)	load	\$1,450.00	0.0%
36	Corrugated metal culvert, 18-inch diameter	foot	\$78.00	0.0%
37	Corrugated metal culvert, 24-inch diameter	foot	\$95.00	0.0%
40	GeoWeb System for Hardened Low-Water Crossing, with Geocell (4" wide X 4" tall cells) and Geotextile permeable fabric, includes materials and installment. Doesn't include fill material.	100 square feet	\$1,750.00	0.0%

Exhibit 3: Insurance Requirements

TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”

The Contractor shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the contractor/vendor, his agents, representatives, employees or subcontractors.

COMMERCIAL GENERAL LIABILITY

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

AUTOMOBILE LIABILITY

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the

National Flood Insurance Program.

CYBER LIABILITY COVERAGE (when applicable)

Vendor shall procure and maintain for the life of the contract in an amount not less than \$1,000,000 per loss for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

Technology/Professional Liability: with limits of \$1 million. Coverage is for the life of the contract and must continue for five (5) years after contract expiration. This coverage must include Cyber Liability coverage for negligent retention of data as well as notification and related costs for actual or alleged breaches of data.

EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

I Commercial General Liability and Automobile Liability Coverages

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor/Vendor; to include Products and/or Completed Operations of the Contractor/Vendor; Automobiles owned, leased, hired or borrowed by the Contractor.

b. The Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non- contributory.

II All Coverages

The Contractor/Vendor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contact is renewed) or prior.

SUBCONTRACTORS

The Contractor/Vendor shall be responsible for all subcontractors working on their behalf as a condition of this agreement. All subcontractors of the Contractor/Vendor shall be subject to the same coverage requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

MAIL, EMAIL or FAX CERTIFICATES

Exhibit 3-A: Certificate of Insurance

Exhibit 4: Certification of Meeting Alachua County Wage Ordinance

Contact Title: AGREEMENT BETWEEN ALACHUA COUNTY & PROMISE HABITAT SERVICES, LLC. FOR ANNUAL FIRELINE ROAD AND FUELS TREATMENT PROJECTS NO. 14091

Contract No. 14091

ITB No. 24-63

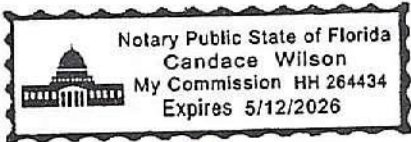
The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements ("Wage Ordinance")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

PROMISE HABITAT SERVICES, LLC

2001 West Sam Allen Road

Plant City, FL 33565

CONTRACTOR



Candace Wilson
Candace Wilson
1/10/24

By: *Brannen H. Willis*
Print: Brannen H. Willis
Title: Owner
Date: 1-10-2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/4/2024

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Bates Hewett & Floyd Insurance Agency... CONTACT NAME: DeeDee Germany... INSURER(S): Tokio Marine Specialty Insurance Company, Auto-Owners Insurance, Bridgefield Employers Ins. Co.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Includes sections A (Commercial General Liability), B (Automobile Liability), and C (Workers Compensation).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
A blanket waiver of subrogation applies in favor of the certificate holder with respect to the above general liability policy

CERTIFICATE HOLDER: Alachua County Board of County Commissioners... CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF...