

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
YEWTREE ENVIRONMENTAL SERVICES, LLC, FOR
RESTORATION LAND MANAGEMENT AND RELATED SERVICES**

ITB # 24-712E

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida (the COUNTY), by and through its Board of County Commissioners, and Yewtree Environmental Services, LLC, a Florida limited liability company, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted an Invitation to Bid (ITB) #24-712 seeking firms or individuals qualified to provide restoration land management and related services for the COUNTY; and

WHEREAS, the CONTRACTOR desires to perform such services subject to the terms of this Agreement; and

WHEREAS, the provision of such services will benefit the Parties and the residents of Lake County, Florida.

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, promises, covenants, and payment set forth in this Agreement, and intending to be legally bound, the Parties hereby agree as follows:

ARTICLE 1. LEGAL FINDINGS.

1.1 Legal Findings of Fact. The foregoing recitals are hereby adopted as legislative findings of the Board of County Commissioners and are ratified and confirmed as being true and correct and are hereby made a specific part of this Agreement upon adoption hereof.

ARTICLE 2. PURPOSE.

2.1 Purpose. The purpose of this Agreement is for the CONTRACTOR to provide professional services to the COUNTY which support the ecosystem management, habitat establishment, restoration, species conservation, resource protection, and related restoration land management services ("the Service"), on an as-needed basis, for the COUNTY as detailed herein. The COUNTY has developed a vendor pool under 24-712 for Restoration Land Management and Related Services. Although this solicitation and resultant contract identifies specific properties for management, it is hereby agreed and understood that any COUNTY park, trail, or public land may be added to this contract at the option of COUNTY. Any additional sites will be added to this Agreement through a signed amendment. The COUNTY will award Projects on an as-needed basis to vendors within the vendor pool, as set forth herein. The CONTRACTOR will be eligible to provide a project proposal and quote, including itemized pricing based on this Agreement and proposed completion schedule, for the COUNTY'S consideration to be awarded work under this Agreement.

ARTICLE 3. SCOPE OF PROFESSIONAL SERVICES

3.1 **Scope.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR to provide all labor, materials, and equipment to complete the Service, as more specifically described in the Scope of Services, as modified or clarified by any addendums, along with CONTRACTOR'S Submittal Form, attached hereto and incorporated herein as **Exhibit A (Composite)**, as well as the Burn Maps, attached hereto and incorporated herein as **Exhibit C**. It is understood that the Scope of Services / Projects may be modified by change order as the Service / Project progresses, but to be effective and binding, any such change order must be in writing, executed by the parties, and in accordance with the COUNTY'S Purchasing Policies and Procedures. A copy of these policies and procedures will be made available to the CONTRACTOR upon request.

3.2 The Service consists of restoration land management and related services, to be provided to the COUNTY as needed, as specified in this Agreement, at various locations in Lake County on a Project basis.

A. CONTRACTOR is available to provide the following Services (See **Exhibits A and B**):

- **Group B – Ground Crews (Exhibit A, Section 12)**
 - Item B1 – Backpack/Hand Sprayer Herbicide Item
 - Item B2 – Broadcast Selective Herbicide Spraying (Exhibit A – Section 12.2)
 - Item B3 – Broadcast Granule Chemical or Fertilizer Application (Exhibit A – Section 12.3)
 - Item B4 – Chainsaw Ground Crews (Exhibit A – Section 12.4)
- **Group D – Related Restoration Services**
 - Item D5 – Labor
 - Items D5b – D5d, D5g, D5k, D5l, D5m, and D5n **only**.

3.3 All work must be performed in accordance with good commercial practice and in accordance with the project-specific scope of work, including any project documents, and exhibits or attachments thereto; the CONTRACTOR'S project proposal; and this Agreement. The work schedule and completion dates as set forth in each Project-specific scope and proposal must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY, as provided for herein. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service. CONTRACTOR shall not initiate awarded Projects without an agreed upon scope, proposal, and express direction from the COUNTY in writing.

3.4 The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site; the character of equipment and facilities needed preliminary to and during the completion of the Service. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles or conditions of the site. Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully

performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing and incorporated in this Agreement by reference.

3.5 Effective Date and Term.

A. This Agreement will be effective upon the first day of the next calendar month after approval by the Lake County Board of County Commissioners (“**Effective Date**”).

B. The Term of the Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals (“**Term**”). Renewals are contingent upon written mutual agreement of the Parties. CONTRACTOR shall maintain, for the entirety of the stated additional period(s), if any, the same prices, terms, and conditions included within this Agreement. Continuation of this Agreement beyond the initial period is a prerogative of the COUNTY and not a right of CONTRACTOR. This prerogative may be exercised only when such continuation is in the best interest of the COUNTY.

C. Continuation of Work Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between the COUNTY and CONTRACTOR, continue until completion at the same prices, terms, and conditions. This Agreement shall remain in effect until such time as the services acquired in conjunction with the Service and this Agreement have been delivered and accepted by the COUNTY. The terms and conditions of this Agreement shall remain in effect until completion of all express- and implied-warranty periods. The COUNTY reserves the right to negotiate for additional services/items similar in nature not known at the time of solicitation.

D. Contract Extensions. COUNTY reserves the right to unilaterally extend this Agreement for up to ninety (90) days beyond the Agreement Term. In such event, the COUNTY will notify CONTRACTOR in writing of such an extension. The Agreement may be extended beyond the initial ninety (90) day upon mutual agreement of the Parties and approval of the COUNTY’S Procurement Services Director.

3.6 Open Quantity Contract. CONTRACTOR acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum amount of work throughout the term of this Agreement. Furthermore, CONTRACTOR agrees and acknowledges that in the event CONTRACTOR cannot meet the COUNTY’S specifications, including, but not limited to, time for completion or cost for individual project, that the COUNTY reserves the sole right to offer the individual projects, in whole or in part, to the COUNTY’S other contractor(s) or to procure needed services separately utilizing the COUNTY’S procurement procedures.

3.7 Additional Locations/Using Departments. While this Agreement may identify specific locations to be serviced, it is hereby agreed and understood that any County department or facility may be added or deleted to the Contract at the option of the COUNTY. The location change will be addressed by formal Contract modification. The County may obtain price quotes for the additional facilities from other vendors if fair and reasonable pricing is not obtained from CONTRACTOR, or for other reasons at the COUNTY’S

sole discretion. It is hereby agreed and understood that the COUNTY may delete service locations when such service is no longer required, upon fourteen (14) calendar days' written notice to the CONTRACTOR.

ARTICLE 4. PAYMENT

4.1 Pricing. COUNTY will pay, and CONSULTANT will accept as full and complete payment for the timely and complete performance of its obligations hereunder as provided in the Pricing Schedule attached hereto and incorporated herein as **Exhibit B**, which shall be the basis for any proposals and quotes for Projects/Services provided to COUNTY under this Agreement.

4.2 Invoicing. CONTRACTOR shall submit an original invoice to COUNTY after work has been completed via email to the Office of Parks & Trails at parksinvoices@lakecountyfl.gov, unless directed otherwise by the Project Manager. Invoice submission shall not exceed ten (10) calendar days beyond the date the work was completed. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices shall be accompanied by the PDF documentation including but not limited to service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any other pertinent backup documentation in COUNTY'S discretion. COUNTY will make payment on all undisputed invoices in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

A. Services provided under this Agreement shall be based on either time and material rates, or lump sum rate based as indicated in **Exhibits A and B**. When time and material rates are specified in a contract rather than a lump sum the pricing section shall include the hours of labor, labor rate (based on the pricing herein), and total cost for the hours worked. CONTRACTOR shall be allowed to charge a minimum of one (1) hour of labor time whether or not the technician is on site for the entire first hour. Time after the first hour shall be calculated into fifteen (15) minutes increments.

B. Where applicable to the pricing provided in **Exhibit B**, invoices shall be itemized to show the price of the part to CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part.

C. Work equal to \$25,000 or less. COUNTY will provide a lump sum payment when all work tasks are completed by CONTRACTOR and approved by COUNTY Project Manager. For COUNTY to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth herein.

D. Work Greater than \$25,000. CONTRACTOR may receive periodic payments on a 30-day interval for Work tasks completed during that period by CONTRACTOR and approved by COUNTY Project Manager. Retention of funds will be held in accordance with Florida Prompt Payment Act. In order for COUNTY to provide payment, CONTRACTOR will submit a documented invoice that provides the basic information set forth in this Section.

4.3 The COUNTY will make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid

within thirty (30) days after the due date. CONTRACTOR must invoice COUNTY for any interest accrued in order to receive the interest payment.

No interest will accrue when payment is delayed because of a dispute between the COUNTY and the CONTRACTOR, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest will apply only to that portion of a delayed payment which is the subject of the dispute and will apply only for the duration of such disagreement.

4.4 Other than the fees and rates set forth in **Exhibit B**, CONTRACTOR shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

4.5 **Improper Payment Requests and Invoice Disputes.** Improper payment requests or invoices submitted by the CONTRACTOR shall be resolved as provided for in the Florida Local Government Prompt Payment Act, Section 218.76, Florida Statutes.

4.6 **Grant Funding.** In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, CONTRACTOR agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. CONTRACTOR is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of CONTRACTOR pursuant to the grant funding requirements. A copy of the requirements will be supplied to CONTRACTOR by the COUNTY upon request.

4.7 **Price Redeterminations.** CONTRACTOR may petition for a price redetermination with documented increases in the cost of wages, fuel, or materials within thirty (30) calendar days of the anniversary of the Effective Date of this Agreement. Price redeterminations will be based upon changes documented by the applicable Employment Cost Index (ECI) or Producer Price Index (PPI) as published on the Bureau of Labor Statistics site (<https://www.bls.gov/data/>). CONTRACTOR may petition for price redetermination for CONTRACTOR'S minimum wage employees should the minimum wage increase during the Agreement Term. Upon verification, the COUNTY may, in its sole discretion, grant an increase matching the minimum wage increase.

ARTICLE 5. COUNTY RESPONSIBILITIES

5.1 The COUNTY shall pay in accordance with the provisions set forth in this Agreement.

5.2 The COUNTY retains the right to inspect all work to verify compliance with the contract documents.

5.3 The COUNTY shall designate a COUNTY staff member to act as COUNTY'S Project Manager. It is agreed to by the parties that the COUNTY'S Project Manager will decide all questions, difficulties, or disputes, of whatever nature, which may arise relative to the interpretation of the plans, construction, prosecution and fulfillment of the Scope of Services, and as to the character, quality, amount and value of any work done, and materials furnished, under or by reason of this Agreement. The COUNTY'S Project Manager may appoint representatives as desired that will be authorized to inspect all work done and all materials furnished.

ARTICLE 6. SPECIAL TERMS AND CONDITIONS

6.1 Qualifications. CONTRACTOR shall, for the entire Term of this Agreement, shall be registered with the State of Florida and have obtained at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes.

6.2 Licenses and Permits. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the service, unless specifically agreed otherwise in the Scope of Services. The CONTRACTOR shall remain appropriately licensed throughout the course of the Service. If the CONTRACTOR employs the services of a subcontractor, the CONTRACTOR shall ensure that any subcontractor is appropriately licensed throughout the course of the Service. Failure to maintain all required licenses will entitle the COUNTY, at its option, to terminate this Agreement. Damages, penalties, or fines imposed on the COUNTY or CONTRACTOR for failure to obtain required licenses, permits, inspections, or other fees, or inspections, will be borne by the CONTRACTOR.

6.3 Intent of the Contract Documents.

A. For purposes of this Agreement, the term "contract documents" includes all bid documents, drawings, the scope of work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement, and any Project specific scopes for Services.

B. It is the intent of the contract documents to describe a functionally complete Service which defines the scope of work. Any work, materials, or equipment that may reasonably be inferred from the contract documents as being required to produce the intended result must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe work, material or equipment, such words must be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Service, whether such reference be specified or by implication, will mean the latest standard specification, manual, code, law or regulation in effect at the time the work performed, unless specifically stated otherwise in this Agreement.

C. The contract documents and all referenced standards cited in the contract documents are essential parts of the contract requirements. A requirement occurring in one is binding as though occurring in all.

D. Drawings and specifications are intended to agree and be mutually complete. Any item not contained within the drawings, but are contained in the specifications, or vice-versa, must be provided and executed as shown in either the drawing or specification at no extra costs to the COUNTY. Should anything not included in either the drawing or the specifications be necessary for the proper execution of the Service as specified in this Agreement or should any error or disagreement between the specifications and drawings exist or appear to exist, the CONTRACTOR may not derive any unjust benefit, or use such disagreement counter to the best interests of the COUNTY. The CONTRACTOR shall immediately notify the COUNTY'S Project Manager of any discrepancy and await the Project Manager's direction before proceeding with the work in question.

6.4 Errors and Omissions. The CONTRACTOR shall not take advantage of any apparent error or omission in the contract documents. If any error or omission appears in the contract documents, the CONTRACTOR shall immediately notify the COUNTY in writing of such errors or omissions. In the event the CONTRACTOR knows or should have known of any error or omission and failed to provide such notification, the CONTRACTOR will be deemed to have waived any claim for increased time or compensation the CONTRACTOR may have had and the CONTRACTOR will be responsible for the results and the costs of rectifying any such error or omission.

6.5 Contractor Personnel.

A. CONTRACTOR will be responsible for providing that all personnel are competent, experienced, reliable, and appropriately licensed. All personnel must have sufficient skill and experience to perform their assigned task(s) properly and satisfactorily, to operate any equipment involved, and will make due and proper effort to execute the work in the manner prescribed in the agreement documents. When the COUNTY determines that any person is incompetent, unfaithful, intemperate, disorderly, or insubordinate, such person will be immediately discharged from the Service and will not again be employed on the Service without the written consent of the COUNTY. Should the CONTRACTOR fail to remove such person or persons, the COUNTY may withhold all payments which are or may become due in connection with the Services subject to the removal or may suspend the Services with approval of the COUNTY until such orders are complied with.

B. No alcoholic beverages or drugs are permitted on any COUNTY properties. Evidence of alcoholic beverages or drug use by an individual will result in immediate termination from the job site.

C. Superintendent. The CONTRACTOR shall at all times have at the Service site as its agent a competent superintendent capable and thoroughly experienced in the type of work being performed, who will receive instructions from the COUNTY. The superintendent shall supervise all CONTRACTOR personnel, direct all Service activities, establish and maintain schedules, and provide the COUNTY'S Project Manager with progress reports as requested. The superintendent shall have full authority to execute the orders or directions of the COUNTY and, if applicable, to promptly supply any materials, tools, equipment, labor and incidentals which may be required. The CONTRACTOR'S superintendent shall speak, write, and understand English and shall be on the job site during all working hours.

D. E-Verify. CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new persons hired by CONTRACTOR during the term of this Agreement. CONTRACTOR shall include in all contracts with subcontractors performing work pursuant to any contract arising from this Agreement an express requirement that the subcontractors utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of all new employees hired by the subcontractors during the term of the Agreement.

E. Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment,

for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

6.6 Subcontractors.

A. The CONTRACTOR will be fully responsible to the COUNTY for the acts and omissions of the CONTRACTOR'S subcontractors and of persons either directly or indirectly employed by them.

B. All subcontractors, for as long as the subcontractor is working on the job site, must have at least one supervisor/foreman on the job site that speaks and understands English.

C. The CONTRACTOR shall cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules.

D. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

6.7 Completion of the Scope of Services. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work must be done in accordance with the contract documents. When not specifically identified in the technical specifications, such materials and equipment must be of a suitable type and grade for the purpose. All material, workmanship, and equipment will be subject to the inspection and approval of the COUNTY.

6.8 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery and property in which the COUNTY has an interest must be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this contract, and the CONTRACTOR will be held responsible for repairing or replacing damaged property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items damaged as a result of CONTRACTOR or subcontractor operations belonging to third parties, such as but not limited to: sidewalks, irrigation, curbs, pipes, drains, water mains, pavement, mailboxes, turf, signs, or other property must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY.

Furthermore, the CONTRACTOR shall repair or replace any portion of any of the COUNTY'S facility, whether interior or exterior, damaged by reason of the CONTRACTOR'S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including but not limited to personal items and furniture, must either be repaired or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

6.9 General Inspection Requirements.

A. Due to the nature of this Agreement, the COUNTY will, at the time of establishment of need, require the CONTRACTOR to become fully informed as to the nature and extent of the work required and its relation to any other work in the area, including possible interference from other site activities. Arrangement for the CONTRACTOR'S inspection of facilities or sites and activity schedules may be secured from the user COUNTY department. Failure to visually inspect the facilities or sites may be cause for disqualification of the CONTRACTOR on that individual Service.

B. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed and materials used are in accordance with the requirements and intent of the contract documents. If the COUNTY so requests, the CONTRACTOR shall, at any time before final acceptance of the work, remove or uncover such portions of the finished work as may be directed. After examination, the CONTRACTOR shall restore the uncovered portions of the work to the standard required by the specifications. Should the work so exposed or examined prove unacceptable in the opinion of the COUNTY, the uncovering or removal, and the replacing of the covering or making good of the parts removed, will be at the CONTRACTOR'S expense. However, should the work thus exposed or examined prove acceptable in the opinion of the COUNTY, the uncovering or removing and the replacing or the covering or making good of the parts removed, will be paid for as unforeseen work.

C. If the COUNTY should, at any point before, during, or after, completion of the Project/Service activities, fail to reject defective work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject will in no way prevent the COUNTY'S later rejection when such defect is discovered, nor obligate the COUNTY to final acceptance or payment, and the CONTRACTOR will make no claim for losses suffered due to any necessary removals or repairs of such defects.

D. If, during or prior to performance of the Service, the COUNTY rejects any portion of the work on the grounds that the work or materials are defective, the COUNTY shall give the CONTRACTOR notice of the defect, which notice may be confirmed in writing. The CONTRACTOR will then have seven (7) calendar days from the date the notice is given to correct the defective condition. If the CONTRACTOR fails to correct the deficiency within the seven (7) calendar days after receipt of the notice, the COUNTY may take any action necessary, including correcting the deficient work utilizing another CONTRACTOR, returning any non-compliant goods to the CONTRACTOR at the CONTRACTOR'S expense or terminating this Agreement or the specific Project/Service. The CONTRACTOR may not assess any additional charges for any conforming action taken by the COUNTY. The COUNTY will not be responsible to pay for any product or service that does not conform to the contract specifications.

E. Should the CONTRACTOR fail to remove and renew any defective materials used or work performed, or to make any necessary corrections in an acceptable manner and in accordance with the contract requirements, within the time indicated in writing, the COUNTY will have the authority to cause the unacceptable or defective materials or work to be corrected as necessary at the CONTRACTOR'S expense. Any expense incurred by the COUNTY, whether direct, indirect or consequential, in making these repairs, removals, or renewals will be paid for out of any monies due or which may become due to the CONTRACTOR. A change order will be issued, incorporating the necessary revisions to the contract documents, including an appropriate decrease to the contract amount. Such costs will include, but not be limited to, costs of repair and replacement of work destroyed or damaged by correction, removal or

replacement of the CONTRACTOR'S defective work and additional compensation due the COUNTY. The CONTRACTOR will not be allowed an extension of the contract time because of any delay in performance of the Service attributable to the exercise by the COUNTY of the COUNTY'S rights and remedies under this Agreement. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement for default.

F. All work performed and all materials furnished must be in reasonably close conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and not within reasonably close conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

G. When the United States Government or the State of Florida is to pay a portion of the cost of construction, the work will be subject to such inspection by Federal or State representatives as deemed necessary, but such inspections will in no case make the United States Government or the State of Florida a party to this contract.

6.10 Service Materials and Storage.

A. Unless otherwise specified within the contract documents, all materials to be used to complete the Service, except where recycled content is specifically requested, must be new, unused, of recent manufacture, and suitable for its intended purpose. All goods must be assembled, fully serviced and ready for operation when delivered. In the event any of the materials supplied by the CONTRACTOR are found to be defective or do not conform to specifications: (1) the materials may be returned to the CONTRACTOR at the CONTRACTOR'S expense and this Agreement may be terminated or (2) the COUNTY may require the CONTRACTOR to replace the materials at the CONTRACTOR'S expense.

B. Materials must be placed to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the COUNTY, must not be used for the Service, and must be removed from the site by the CONTRACTOR at the CONTRACTOR'S expense. Until incorporated into the work, materials will be the sole responsibility of the CONTRACTOR, and the CONTRACTOR will not be paid for such materials until incorporated into the work. If any chemicals, materials or products containing toxic substances are to be used at any time, the CONTRACTOR shall furnish a Material Safety Data Sheet to the COUNTY prior to commencing such use.

C. When not specifically identified in the technical specifications, materials and equipment must be of a suitable type and grade for the purpose which they are used.

D. All unusable materials and debris must be removed from the premises by the CONTRACTOR at the end of each workday and disposed of in an appropriate manner.

6.11 Termination.

A. Termination for Convenience. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any service under this Agreement is in

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progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said service is completed and accepted. In the event this Agreement is terminated or cancelled upon the request and for the convenience of the COUNTY with the required thirty (30) day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. This Agreement may be terminated by the COUNTY due to the CONTRACTOR'S breach of a material term of this Agreement, but only after the COUNTY has provided CONTRACTOR with ten (10) calendar days' written notice for the CONTRACTOR to cure the breach and the CONTRACTOR'S failure to cure the breach within that ten (10) day time period; but, if any work, service, or task under this Agreement is in progress but not completed on the date of termination, then this Agreement may be extended upon written approval of the COUNTY until the work, service, or task is completed and accepted. Termination costs, if any, shall not apply. The thirty (30) day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, this Agreement shall be canceled, and CONTRACTOR shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the services delivered under this Agreement.

6.12 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

6.13 Insurance.

A. CONTRACTOR will purchase and maintain at all times during the term of this Agreement, without cost or expense to the COUNTY, policies of insurance as indicated below, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement. An original certificate of insurance, indicating that CONTRACTOR has coverage in accordance with the requirements of this section must be received and accepted by the COUNTY prior to contract execution or before any work begins. It will be furnished by CONTRACTOR to the COUNTY'S Project Manager and Procurement Services Director within five (5) working days of such request.

The parties agree that the policies of insurance and confirming certificates of insurance will insure the CONTRACTOR in accordance with the following minimum limits:

1. General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage.....	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

2. Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000
3. Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and any other applicable law requiring workers' compensation (Federal, maritime, etc.).
4. Employers Liability with the following minimum limits and coverage:

Each Accident.....	\$1,000,000
Disease-Each Employer	\$1,000,000
Disease-Policy Limit.....	\$1,000,000

5. Professional liability and specialty insurance (consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND YEW TREE ENVIRONMENTAL SERVICES, LLC, FOR RESTORATION LAND MANAGEMENT AND RELATED SERVICES (ITB #24-712E)

B. Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, will be named as additional insured as their interest may appear all applicable policies. Certificates of insurance must identify the ITB number in the Description of Operations section on the Certificate.

C. CONTRACTOR must provide a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the required insurance.

D. Certificates of insurance must evidence a waiver of subrogation in favor of the COUNTY, that coverage must be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium by the COUNTY.

E. CONTRACTOR must provide a copy of all policy endorsements, reflecting the required coverage, with Lake County listed as an additional insured along with all required provisions to include waiver of subrogation. Contracts cannot be completed without this required insurance documentation. **A certificate of insurance (COI) will not be accepted in lieu of the policy endorsements.**

F. Certificate holder must be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND
THE BOARD OF COUNTY COMMISSIONERS,
P.O. BOX 7800
TAVARES, FL 32778-7800

G. All self-insured retentions will appear on the certificates and will be subject to approval by the COUNTY. At the option of the COUNTY, the insurer will reduce or eliminate such self-insured retentions; or CONTRACTOR will be required to procure a bond guaranteeing payment of losses and related claims expenses.

H. The COUNTY will be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention will be the sole responsibility of the CONTRACTOR or subcontractor providing such insurance.

I. CONTRACTOR will be responsible for subcontractors and their insurance. Subcontractors are to provide Certificates of Insurance to the COUNTY evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

J. Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

K. Neither approval by the COUNTY of any insurance supplied by CONTRACTOR, nor a failure to disapprove that insurance, will relieve CONTRACTOR of full responsibility of liability, damages, and accidents as set forth herein.

6.14 Indemnity. To the extent permitted by law, the CONTRACTOR will indemnify and hold harmless COUNTY, its officers, employees, and agents from liabilities, damages, losses, and costs, including, but

not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONTRACTOR, its personnel, employees, and other person utilized by CONTRACTOR in the performance of this Agreement, including without limitation, defects in design, or errors or omissions that result in material cost increases to COUNTY. Such indemnification will include the payment of all valid claims, losses, and judgments of any nature whatsoever in connection therewith and the payment of all related fees and costs. The COUNTY reserves the right to defend itself with its own counsel or retained counsel at CONTRACTOR'S expense. This indemnification obligation shall not be construed to negate, abridge, or reduce any other rights or remedies which otherwise may be available to an indemnified party or person described in this paragraph or be deemed to affect the rights, privileges, and immunities of COUNTY as set forth in Section 768.28, Florida Statutes.

6.15 Independent Contractor. CONTRACTOR, and all its employees, agree that they will be acting as independent contractors and will not be considered or deemed to be an agent, employee, joint venturer, or partner of the COUNTY. CONTRACTOR will have no authority to contract for or bind the COUNTY in any manner and shall not represent itself as an agent of the COUNTY or as otherwise authorized to act for or on behalf of the COUNTY.

6.16 Retaining Other Contractors. Nothing in this Agreement will be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONTRACTOR or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

6.17 Contractor as Prime. CONTRACTOR shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONTRACTOR shall be considered the sole point of contact regarding all stipulations, including payment of all charges and meeting all requirements of this Agreement. All sub-consultants will be subject to advance review by the COUNTY in terms of competency, security concerns, and compliance with applicable laws. No change in sub-consultants shall be made without consent of the COUNTY. CONTRACTOR shall be responsible for all insurance, professional certifications, licenses and related matters for any and all sub-consultants. Even if the sub-consultant is self-insured, the COUNTY may require the CONTRACTOR to provide any insurance certificates required by the work to be performed.

6.18 Shipping. The FOB point for any product ordered under this Agreement will be FOB Destination – Inside Delivery, FREIGHT ALLOWED.

6.19 Emergencies. Dependent on COUNTY need, the CONTRACTOR must have a responsible person available at, or reasonably near, the Service on a twenty-four (24) hour basis, seven (7) days a week, who may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The CONTRACTOR'S responsible person for supervision of emergencies must speak and understand, both verbally and in writing, the English language. The CONTRACTOR shall submit to the COUNTY'S Project Manager, the phone numbers and names of personnel designated to be contacted in cases of emergencies. Included in this list must be a twenty-four (24) hour contact phone number for all subcontractors, if any, performing work under this Agreement. This list must contain the name of their supervisors responsible for work pertaining to this Agreement.

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization

from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.20 Underground Utilities. Any required digging or subsurface work will be done in accordance with Chapter 556, Florida Statutes. It will be the responsibility of CONTRACTOR to have all underground utilities located before any work begins (Sunshine State One Call 1-800-432-4770). The repairs of any damaged underground utilities because of the work being performed by CONTRACTOR will be the responsibility of CONTRACTOR. The proper utility company will be contacted immediately to expedite the repairs if damage has occurred. CONTRACTOR will notify the COUNTY and provide a written explanation of the incident within two days of the damage to any underground utilities

6.21 Maintenance of Traffic.

A. In the event that any of the work is conducted within any public right of way, the CONTRACTOR shall provide proper Maintenance of Traffic (MOT). Unless otherwise specified, the standard specifications to be used for the Service will be the strictest and latest edition as promulgated by the Florida Department of Transportation (FDOT) or the Federal Highway Administration (FHWA).

B. Maintenance of traffic will be the responsibility of the CONTRACTOR, is part of the CONTRACTOR'S proposal price, and must conform to FDOT's most current editions and supplements of Standard Specifications for Road and Bridge Construction, Roadway and Traffic Design Standards, Manual or Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways, or the Federal Highway Administration (FHWA) Manual on Uniform Traffic Control Devices (MUTCD), as applicable. These documents can be ordered from FDOT, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, or by going to the FDOT website at: <https://www.fdot.gov/publications/publications.shtm>.

C. All costs associated with MOT must be included in the CONTRACTOR'S proposal price. No separate line items for MOT will be included in the cost estimate. If the CONTRACTOR does not comply with all of the FDOT and the FHWA standards (i.e., signs, qualified flaggers, and barricades), the COUNTY reserves the right to direct the CONTRACTOR to cease operation until deficiencies are corrected. In addition, no road closures will be allowed except in the case of emergencies.

D. If the CONTRACTOR feels that assistance from an off-duty police officer is needed, it will be the responsibility of the CONTRACTOR, at the CONTRACTOR'S sole cost and expense, to hire and pay for this service.

E. All lane closures must have the prior approval of the COUNTY.

F. These requirements are to be considered a minimum and the CONTRACTOR'S compliance will in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices for the protection of the public and the CONTRACTOR'S employees throughout the work area.

6.22 The use of public roads and streets by the CONTRACTOR must provide minimal inconvenience to the public and traffic. Furthermore, if the CONTRACTOR is utilizing a road by driving slow moving equipment, the operator must allow no more than three (3) vehicles to be backed up behind them at any time before pulling to the side to let traffic pass.

6.23 Safety.

A. The CONTRACTOR shall initiate, maintain, and supervise all safety precautions and programs in connection with the work, and shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) and any other industry, Federal, State or local government standards, including the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA). The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to, persons or property. The CONTRACTOR shall be aware that while working for the COUNTY, representatives from agencies such as OSHA are invitees and need not have warrants or permission to enter the work site. Any fines levied by the above-mentioned authorities for failure to comply with these requirements will be borne solely by the CONTRACTOR.

B. The CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. The CONTRACTOR further certifies that if any of the material, equipment, etc. is found to be deficient in any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with these requirements will be borne by the CONTRACTOR. All standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act (ADA) regulations must be provided and used by the CONTRACTOR and its employees.

C. All safety devices installed by the manufacturer on equipment utilized by the CONTRACTOR on the jobsite must be in place and in proper working order at all times. If the COUNTY determines that equipment is deficient in safety devices, the CONTRACTOR will be notified immediately. The CONTRACTOR shall immediately repair or remove the equipment from service until the deficiency is corrected to the satisfaction of the COUNTY.

D. The COUNTY may periodically monitor the work site for safety. Should there be safety or health violations, the COUNTY will have the authority, but not the duty, to require the CONTRACTOR to correct the violation in an expeditious manner. If there is any situation that is deemed unsafe by the COUNTY, the Service will be shut down immediately upon notice and will not resume work until the unsafe condition has been remedied. CONTRACTOR shall receive no additional compensation, no extension of time, and shall not be entitled to reimbursement of any demobilization costs, remobilization costs, or other out-of-pocket expenses incurred as a result of such work stoppage. If the violation is not corrected within a reasonable time, COUNTY may in its sole discretion declare CONTRACTOR to be in default of this Agreement.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND YEW TREE ENVIRONMENTAL SERVICES, LLC, FOR RESTORATION LAND MANAGEMENT AND RELATED SERVICES (ITB #24-712E)

E. Should the work site be in a hazardous area, the COUNTY shall take reasonable actions to furnish the CONTRACTOR with information concerning hazards such as the types or the identification of known toxic material, machine hazards, Safety Data Sheets, or any other information that would assist the CONTRACTOR in the planning of a safe work site. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. **CONTRACTOR acknowledges that the location of the work is on natural lands and may be adjacent to natural or manmade waters and wetland areas with limited access. CONTRACTOR is solely responsible for ensuring safety related to any additional or unique hazards due to the nature and location of the work.**

F. The CONTRACTOR shall erect and maintain, as required by existing conditions and contract performance, safeguards for safety and protection such as barricades, danger signs, a construction fence, and other warnings against hazardous conditions.

G. The CONTRACTOR shall remove all surplus material and debris from the Service site at the end of each workday. All costs associated with clean-up and debris removal must be included in the lump sum price stated elsewhere in this Agreement. The CONTRACTOR shall leave the site clean and neat. All work must be cleaned up prior to the next day of business. At no time may the specified work interfere with the regular operating hours of Lake County.

H. CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean up the work area to acceptable levels, the COUNTY may retain outside cleaning services and the actual costs for this service will be deducted from the CONTRACTOR'S final payment with the minimum cost of \$50.00 to offset the COUNTY'S time for securing services to properly clean and inspect the site.**

I. The CONTRACTOR shall confine all equipment, materials and operations to the Service site and areas identified in the agreement documents. The CONTRACTOR shall assume all responsibility for any damage to any such area resulting from the performance of the work.

J. Hazardous Materials. CONTRACTOR is responsible for notifying the COUNTY of any hazardous materials used on the work site and providing the COUNTY a copy of the Safety Data Sheets (SDS). Any spillage of hazardous chemicals or wastes by the CONTRACTOR will be reported immediately to the COUNTY and cleaned up in accordance with all State and Federal Regulations. The cost of cleanup of any spillage of hazardous chemicals or wastes caused by CONTRACTOR will be the sole responsibility of CONTRACTOR and the COUNTY will share no responsibility of these costs. A copy of the complete report showing compliance with local, state, and federal agencies will be given to the COUNTY. If any hazardous chemicals or conditions are discovered during the normal operation, it is the responsibility of CONTRACTOR to immediately contact the COUNTY with a description and location of the condition. The SDS must meet the requirements of 29 CFR 1910.1200(g), and include the following information:

- Section 1: Identification;
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND YEWTREE ENVIRONMENTAL SERVICES, LLC, FOR RESTORATION LAND MANAGEMENT AND RELATED SERVICES (ITB #24-712E)

- Section 7: Handling and storage;
- Section 8: Exposure controls / personal protection;
- Section 9: Physical and chemical properties;
- Section 10: Stability and reactivity;
- Section 11: Toxicological information;
- Section 12: Ecological information;
- Section 13: Disposal considerations;
- Section 14: Transport information;
- Section 15: Regulatory information; and
- Section 16: Other information, including date of preparation or last revision.

The CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents. This person must be literate and able to communicate fully in the English language because of the necessity to read job instructions and signs, as well as the need for conversing with management personnel. This person will be the CONTRACTOR'S superintendent unless otherwise designated in writing to the COUNTY'S Project Manager. All communications to the superintendent will be as binding as if given to the CONTRACTOR.

6.24 Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by the CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the COUNTY, whether the loss or damage results from acts or omissions, negligent or otherwise, of the CONTRACTOR or a third party.

6.25 Accident Notification. If in the course of completing work as part of this Agreement there is any accident, including accidents which involve the public, the CONTRACTOR shall as soon as possible inform the COUNTY of the incident by telephone. The CONTRACTOR shall follow up in writing within two (2) business days of the incident. If law enforcement was involved and has written a report, the CONTRACTOR shall forward a copy of the report to the COUNTY.

6.26 Time for Completion and Extensions.

A. CONTRACTOR shall not commence Project activities/work without authorization from the COUNTY. Purchase Orders will be issued for Services to the CONTRACTOR. Issuance of a Purchase Order is not a directive to begin work unless otherwise specified. Email authorization is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others will not be delayed or impaired. The CONTRACTOR will be solely responsible for all means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements will be agreed to as part of each Project specific scope.

C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within

twenty-four (24) hours after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

D. If the CONTRACTOR complies with the twenty-four (24) hour notice requirement, the COUNTY will ascertain the facts and the extent of the delay being claimed and recommend an extension to the contract time when, in the COUNTY'S sole judgment, the findings of fact justify such an extension. The CONTRACTOR shall cooperate with the COUNTY'S investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions to the contract time may be granted only for those delays which impact the CONTRACTOR'S Project/Service schedule. Extensions of contract time, if approved by the COUNTY, must be authorized by written change order.

6.27 Changes in the Scope of Services.

A. The COUNTY may at any time, by written change order, in accordance with the COUNTY'S Purchasing Policy and Procedures, increase or decrease the scope of the work. For changes in work requested by the CONTRACTOR, the CONTRACTOR must prepare and submit change order requests for the COUNTY'S approval. Each change order will include time and monetary impacts of the change, whether the change order is considered alone or with all other changes during the course of the Service. Both the COUNTY and the CONTRACTOR must execute the change order for the order to become effective.

B. The value of such extra work or change will be determined by the contract unit values, if applicable unit values are set forth in this Agreement. The amount of the change will be computed from such values and added to or deducted from the contract price.

C. If the COUNTY and the CONTRACTOR are unable to agree on the change order for a requested change, the CONTRACTOR shall, nevertheless, promptly perform the change as directed in writing by the COUNTY. If the CONTRACTOR disagrees with the COUNTY'S adjustment determination, the CONTRACTOR must make a claim pursuant to the Claims and Disputes section in this Agreement, or else be deemed to have waived any claim on this matter the CONTRACTOR might have otherwise had.

D. For work not contemplated by the original Agreement where the Project Manager determines the CONTRACTOR is best suited to complete the work, CONTRACTOR may complete the work under a time-and-materials agreement, as provided herein. CONTRACTOR'S quote to complete the additional work will be limited to (i) the CONTRACTOR'S reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. In such case, the CONTRACTOR will keep and present to the COUNTY an itemized accounting together with appropriate supporting data for the total cost incurred. In the event such changed work is performed by a subcontractor, additional work will be limited to (i) the subcontractor's reasonable direct material costs and reasonable actual equipment costs as a result of the change and (ii) direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. CONTRACTOR may charge appropriate reasonable direct hourly costs related to overseeing and subcontracting the work. All compensation due the CONTRACTOR and any subcontractor or sub-subcontractor for field and home office overhead is included in the markups listed above. Payment to CONTRACTOR will be limited to the amount quoted by the CONTRACTOR for the additional work, which the CONTRACTOR exceeds at its own risk.

E. The COUNTY will not be liable to the CONTRACTOR for any increased compensation in the absence of a written change order executed in accordance with the COUNTY'S policy. The payment authorized by such a change order will represent full and complete compensation to the CONTRACTOR for labor, materials, incidental expenses, overhead, profit, impact costs and time associated with the work authorized by such change order.

F. Execution by the CONTRACTOR of a properly authorized change order will be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the change order.

G. Upon receipt of an approved change order, changes in the Scope of Services must be promptly performed. All changes in work must be performed under the terms and conditions of this Agreement.

H. Change orders will not be issued for incidental items or tasks that should have been reasonably construed to be part of the project by the CONTRACTOR.

6.28 Claims and Disputes.

A. Claims by the CONTRACTOR must be made in writing to the COUNTY within two (2) business days, unless another provision of this Agreement sets forth a different time frame, after the commencement of the event giving rise to such claim or the CONTRACTOR will be deemed to have waived the claim. All claims will be priced in accordance with the section in this document entitled "Changes in the Scope of Services."

B. The CONTRACTOR shall proceed diligently with its performance as directed by the COUNTY, regardless of any pending claim, action, suit, or administrative proceeding, unless otherwise agreed to by the COUNTY in writing. The COUNTY shall continue to make payments on the undisputed portion of the contract in accordance with the contract documents during the pendency of any claim.

C. Claims by the CONTRACTOR will be resolved in the following manner: (1) Upon receiving the claim and supporting data, the COUNTY will within fifteen (15) calendar days respond to the claim in writing stating that the claim is either approved or denied. If denied, the COUNTY will specify the grounds for denial. The CONTRACTOR will then have fifteen (15) calendar days in which to provide additional supporting documentation, or to notify the COUNTY that the original claim stands as is. (2) If the claim is not resolved, the COUNTY may, at its option, choose to submit the matter to mediation. A mediator will be mutually selected by the parties and each party will pay one-half (1/2) the expense of mediation. If the COUNTY declines to mediate the dispute, the CONTRACTOR may bring an action in a court of competent jurisdiction in and for Lake County, Florida.

D. Claims by the COUNTY against the CONTRACTOR must be made in writing to the CONTRACTOR as soon as the event leading to the claim is discovered by the COUNTY. Written supporting data will be submitted to the CONTRACTOR. All claims will be priced in accordance with the provisions of the section in this document entitled "Changes in the Scope of Services." The CONTRACTOR shall respond in writing within fifteen (15) calendar days of receipt of the claim. If the claim cannot be resolved, the COUNTY may submit the matter to mediation as set forth in I above.

E. Arbitration will not be considered as a means of dispute resolution.

F. NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME MAY BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work will relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONTRACTOR expressly acknowledges and agrees that the CONTRACTOR will receive no damages for delay. However, this provision will not preclude recovery or damages by the CONTRACTOR for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the COUNTY. Otherwise, the CONTRACTOR will be entitled to extensions of the contract time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

6.29 Acceptance of the Work and Final Payment.

A. Maintenance of Work. The CONTRACTOR shall maintain all work in as-new condition until the final inspection is completed and the work is accepted by the COUNTY. All insurance must be maintained until final acceptance by the COUNTY.

B. Final Invoice. When the work provided for under this Agreement has been completely performed by the CONTRACTOR a final invoice will be prepared by the CONTRACTOR. The amount of this invoice, less any sums that may have been deducted or retained under the provisions of this Agreement, will be paid to the CONTRACTOR in accordance with Article 4 of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection with the invoice. Occupancy by the COUNTY alone does not constitute final acceptance.

C. Final Inspection. When all materials have been furnished, all work has been performed, and the Project/Service contemplated by this Agreement has reached substantial completion, CONTRACTOR shall request a final inspection by the COUNTY. The COUNTY, or the COUNTY'S representative, shall make the final inspection within five (5) business days of receipt of notification from the CONTRACTOR that the Service is ready. The COUNTY will prepare and deliver to the CONTRACTOR a single list of items required to render the Project/Service complete, satisfactory, and acceptable within thirty (30) calendar days after being notified by CONTRACTOR of the project, or project phase if the project is multi-phased, reaching substantial completion.

The failure by the COUNTY to include any corrective work or pending items on the list does not alter CONTRACTOR'S responsibility for completing the assigned Project/Service pursuant to this Agreement. All items that require correction under the contract and that are identified after the preparation and delivery of the list remain the obligation of CONTRACTOR as defined by this Agreement. The CONTRACTOR shall correct all deficiencies before final acceptance and final payment is made.

D. Final Acceptance. Final completion must be within thirty (30) days after delivery of the list of items in paragraph C of this section, unless otherwise agreed to by the Parties in writing. If the COUNTY fails to provide the list as provided for in paragraph C of this section, the time for completion will be extended by the number of days the COUNTY exceeded the delivery date. COUNTY will re-inspect to verify completion of the list of items provided to CONTRACTOR for final acceptance. An eighty-dollar (\$80.00) re-inspection fee will be applied for the third inspection and any required re-inspection. The COUNTY may exclude the CONTRACTOR from those portions of the work designated as complete after the inspection; provided, however, that the CONTRACTOR will have reasonable access for the time allotted by the COUNTY to complete or correct items on the punch list.

E. Waiver of Claims. The CONTRACTOR'S acceptance of final payment for an assigned Project/Service will constitute a full waiver of any and all claims by the CONTRACTOR against the COUNTY arising out of this Agreement or otherwise related to the Project/Service, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time the final estimate is prepared. Neither the acceptance of the work nor payment by the COUNTY will be deemed a waiver of the COUNTY'S rights to enforce any continuing obligations of the CONTRACTOR or to the recovery of damages for defective work not discovered by the COUNTY at the time of final inspection.

F. Termination of Contractor's Responsibilities. A Project/Service assigned to CONTRACTOR under this Agreement will be considered complete when all work has been completed and accepted by the COUNTY and all warranty periods have expired. The CONTRACTOR will then be released from further obligation as to the specific project except as set forth in this Agreement.

G. Recovery Rights Subsequent to Final Payment. The COUNTY reserves the right, should an error be discovered in the invoice, or should proof of defective work or materials used by or on the part of the CONTRACTOR be discovered after the final payment has been made, to claim and recover from the CONTRACTOR by process of law, such sums as may be sufficient to correct the error or make good the defects in the work and materials, including any fees or costs associated with the additional services of the COUNTY

6.30 Warranties.

A. All warranties will begin on the date of the COUNTY'S acceptance and will last for a period of twelve (12) months unless otherwise specified in the Scope of Services, plans, specifications, or Project specific scope. The CONTRACTOR shall obtain and assign to the COUNTY all express warranties given to the CONTRACTOR or any subcontractors by any material suppliers, equipment, or fixtures to be incorporated into the Service.

B. The CONTRACTOR warrants to the COUNTY that any materials and equipment furnished under the contract documents will be new unless otherwise specified, and that all work will be of good quality, free from defects and in conformance with the contract documents. The CONTRACTOR further warrants to the COUNTY that all materials and equipment furnished under the contract documents will be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers, or processors except as otherwise provided for the contract documents. This warranty requirement will remain in force for the full period identified above, regardless of whether the CONTRACTOR is still under contract at the time of the defect. These warranties are in addition to those implied warranties to which the COUNTY is entitled as a matter of law.

C. CONTRACTOR will be responsible for promptly correcting all apparent and latent deficiencies or defects in work, regardless of the project completion status, at no cost to the COUNTY, within seven (7) calendar days after the COUNTY notifies CONTRACTOR of such deficiency in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a credit memorandum or through invoicing.

6.31 Purchase of Ancillary Items. While the COUNTY has listed all major items within a solicitation, there may be ancillary or similar items purchased by the COUNTY during the term of a Contract. The CONTRACTOR will provide a price quote for the ancillary items. The COUNTY may request price quotes from all CONTRACTORS under Contract if there are multiple Contracts. The COUNTY reserves the right to award these ancillary items to the primary CONTRACTOR, another Contract CONTRACTOR based on the lowest price quoted, or to acquire the items through a separate solicitation.

6.32 Return of Materials. Upon the request of the COUNTY, but in any event upon termination of this Agreement, the CONTRACTOR shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services under this Agreement, that were furnished to the CONTRACTOR by the COUNTY pursuant to this Agreement.

6.33 Sanitation. If the Service does not involve interior work, the CONTRACTOR shall provide and maintain adequate sanitary conveniences for the use of persons employed for the Service. These conveniences will be maintained at all times without nuisance, and their use must be strictly enforced. The location of these conveniences will be subject to the COUNTY'S Project Manager's approval. All such facilities will be installed and maintained in accordance with applicable Federal, State, and local laws.

6.34 Accuracy. CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion, and coordination of all the services furnished under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies resulting from the services provided in this Agreement.

6.35 Additional Services. Services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment. The COUNTY reserves the right to award any additional services to CONTRACTOR or to acquire the items from another vendor through a separate solicitation.

6.36 Right to Audit. The COUNTY reserves the right to require the CONTRACTOR to submit to an audit by any auditor of the COUNTY'S choosing. The 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 the COUNTY for five (5) years following expiration of the Agreement, or for such time as set forth in the Florida Department of State, Division of Library and Information Services, General Records Schedule GS1-SL, a copy of which can be found at this link: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>, whichever is longer. 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.

A. If the CONTRACTOR provides technology services, the CONTRACTOR must provide Statement of Standards for Attestations Engagements (SSAE) 16 or 18 and System and Service Organization Control (SOC) reports upon request by the COUNTY. The SOC reports must be full Type II reports that include the CONTRACTOR'S description of control processes, and the independent auditor's evaluation of the design and operating effectiveness of controls. The cost of the reports will be paid by the CONTRACTOR.

B. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit must be reimbursed to the COUNTY by the CONTRACTOR. 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 within a reasonable amount of time, but in no event may the time exceed ninety (90) calendar days, from presentation of the COUNTY'S audit findings to the CONTRACTOR.

C. This provision is hereby considered to be included within, and applicable to, any subcontractor contract entered into by the CONTRACTOR in performance of any work under this Agreement.

6.37 Public Records.

A. All electronic files, audio and video recordings, and all papers pertaining to any activity performed by the CONTRACTOR for or on behalf of the COUNTY will be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the COUNTY are public records available for inspection by any person even if the file or paper resides in the CONTRACTOR'S office or facility. The CONTRACTOR will maintain the files and papers for not less than three (3) complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

B. Pursuant to Section 119.0701, Florida Statutes, CONTRACTOR will comply with the Florida Public Records' laws, and will:

1. Keep and maintain public records required by the COUNTY to perform the services identified herein.
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 for 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 contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.
4. Upon completion of this Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the service. If CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, CONTRACTOR will 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

will 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 information technology systems of the COUNTY.

C. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

D. Failure to comply with this subsection will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes.

E. Unless otherwise provided, CONTRACTOR shall maintain substantiating records as required by the State of Florida, General Records Schedule GS1-SL ("Schedule") for State and Local Government Agencies, a copy of which can be found at: <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. If CONTRACTOR receives notification of a dispute or the commencement of litigation regarding the Project within the time specified in the Schedule, the CONTRACTOR shall continue to maintain all service records until final resolution of the dispute or litigation.

F. Confidential and/or Exempt Information. CONTRACTOR must maintain the confidential and/or exempt nature of all confidential and/or exempt documents received under this Service. Upon completion of the Service, CONTRACTOR will return to COUNTY all confidential and/or exempt project documents including, but not limited to, designs, files, photos, reports, maps, drawings, specifications, schematics, diagrams, shop drawings, Project documents and electronic files. CONTRACTOR will provide written certification to COUNTY that all documents designated as confidential and/or exempt have been returned to the COUNTY or destroyed.

6.38 Force Majeure. The parties will exercise every reasonable effort to meet their respective obligations 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 law or regulation, acts of nature, acts or omissions of the other party, Government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so Incurred.

6.39 Minimum Wage. The wage rate paid to all laborers, mechanics, and apprentices employed by the CONTRACTOR for the work under the Agreement may not be less than the prevailing wage rates for similar classifications of work as established by the Federal government and enforced by the U.S. Department of Labor, Wages and Hours Division, and Florida's Minimum Wage requirements in Article

X, Section 24(f) of the Florida Constitution and enforced by the Florida Legislature by statute or the State Agency for Workforce Innovation by rule, whichever is higher.

ARTICLE 7 MISCELLANEOUS PROVISIONS

7.1 Governing Law, Venue, and Waiver of Jury Trial. This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida. THE CONTRACTOR, BY ENTERING INTO THIS AGREEMENT, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO A JURY TRIAL IN ANY CIVIL LITIGATION MATTER ARISING FROM OR RELATING TO THIS AGREEMENT.

7.2 Captions. The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions of this Agreement.

7.3 This Agreement will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns.

7.4 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties.

7.5 No Waiver. The failure of any party at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision of this Agreement, nor in any way affect the validity of, or the right to enforce, each and every provision of this Agreement.

7.6 Disadvantaged Businesses. The COUNTY has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The COUNTY encourages joint ventures between majority-owned firms and qualified disadvantaged/minority/women-owned firms.

7.7 Tobacco Products. Tobacco use, including both smoke and smokeless tobacco, is prohibited on COUNTY owned property.

7.8 Civil Rights Act. During the term of this Agreement the CONTRACTOR assures the COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the CONTRACTOR does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discriminate in any form or manner against the CONTRACTOR'S employees or applicants for employment. The CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.9 Compliance with Applicable Laws. The CONTRACTOR must at all times comply with all Federal, State and local laws, rules and regulations.

7.10 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

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND YEWTREE ENVIRONMENTAL SERVICES, LLC, FOR RESTORATION LAND MANAGEMENT AND RELATED SERVICES (ITB #24-712E)

amount provided in Section 287.017, Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

7.11 Florida Convicted/Suspended Vendor Lists. By executing this Agreement CONTRACTOR affirms that it is not currently listed on the Florida Department of Management Services Convicted Vendor (Sec. 287.133, Fla. Stat.) or Suspended Vendor (Sec. 287.1351, Fla. Stat.) Lists.

7.12 Discriminatory Vendor List (State funded projects). As provided by Section 287.134, Florida Statutes, a contractor who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Discriminatory Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Discriminatory Vendor List.

7.13 Antitrust Violator Vendor List (State funded projects). As provided by Section 287.137, Florida Statutes, a contractor who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. By entering into this Agreement, CONTRACTOR affirms that CONTRACTOR is not on the Antitrust Violator Vendor List and will ensure that any subcontractors retained for performance under this Agreement are not listed on the Antitrust Violator Vendor List.

7.14 Preference to state residents (State funded projects). As provided for in Section 255.099, Florida Statutes, if the Project/Service assigned to CONTRACTOR is being supported in whole or in part by State funding, CONTRACTOR shall give preference to the employment of state residents in the performance of the work on the Project/Service if state residents have substantially equal qualification to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR shall contact the Department of Commerce to post CONTRACTOR'S employment needs in the state's job system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner as to conflict with or be contrary to federal law prescribing a labor preference to honorably discharged soldiers, sailors, or marines, or prohibiting as unlawful any other preference or discrimination among the citizens of the United States.

7.15 Foreign gifts and contracts. Pursuant to Section 286.101, Florida Statutes, CONTRACTOR shall disclose to the COUNTY any current or prior interest of, any contract with, or any grant or gift received by a foreign country of concern if such interest, contract, or grant or gift (1) had a value of \$50,000 or more and (2) such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years. Foreign country of concern is defined in Section 286.101(1)(b), Florida Statutes, as the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the

Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity under significant control of such foreign country of concern. CONTRACTOR'S disclosure must include the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant of gift, and the name of the agent or controlled entity that is the source or interest holder. The COUNTY may request records relevant to a reasonable suspicion that a disclosure has not been made and the CONTRACTOR shall provide the required records within thirty (30) days of the COUNTY making such request, or at a later time as agreed to by the Parties.

7.16 Contracting with foreign entities of concern. Pursuant to Section 287.138, Florida Statutes, for contracts where CONTRACTOR may have access to personal identifying information, CONTRACTOR certifies to the COUNTY by submitting its bid that (1) CONTRACTOR is not owned by a government of a foreign country of concern; (2) a government of a foreign country of concern does not have a controlling interest in CONTRACTOR; and (3) CONTRACTOR is not organized under the law of nor has its principal place of business in a foreign country of concern. For the purposes of this section, foreign country of concern means the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern, as defined in Section 287.138(1)(c), Florida Statutes.

7.17 Social, political, or ideological interests. Per Section 287.05701, Florida Statutes, the COUNTY will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor.

7.18 Compliance with Human Trafficking Laws. Per Section 787.06, Florida Statutes, the Florida Legislature has enacted laws to prevent and prosecute human trafficking. CONTRACTOR agrees to comply with laws related to human trafficking and shall provide the COUNTY with a signed affidavit, attached hereto as **Exhibit D**, affirming compliance with human trafficking laws prior to the start of work under this Agreement.

7.19 Conflict of Interest. CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONTRACTOR hereby certifies that no officer, agent, or employee of the COUNTY has any material interest either directly or indirectly in the business of the CONTRACTOR conducted here and that no such person may have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

7.20 Certification Regarding Scrutinized Companies. By executing this Agreement, CONTRACTOR hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. CONTRACTOR further understands that any contract with the COUNTY for goods or services may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND YEWTREE ENVIRONMENTAL SERVICES, LLC, FOR RESTORATION LAND MANAGEMENT AND RELATED SERVICES (ITB #24-712E)

CONTRACTOR, by entering this Agreement, hereby certifies that, pursuant to Section 287.135, Florida Statutes, it is not listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies with Activities in Sudan List, is not listed on the Scrutinized Companies that Boycott Israel and is not participating in a boycott of Israel, and is not engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject it to civil penalties, attorneys' fees, and costs. The CONTRACTOR further understands that any contract with the COUNTY for goods or services of \$1 million or more may be terminated at the option of the COUNTY if the CONTRACTOR is found to have submitted a false certification or has been listed on the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies with Activities in Sudan List, is listed on the Scrutinized Companies that Boycott Israel list or is participating in a boycott of Israel, or is engaged in business operations in Cuba or Syria.

7.21 Anti-Trafficking Related Activities. The U.S. Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities listed below. These prohibitions specifically apply to some federally funded contracts and prohibit CONTRACTOR, CONTRACTOR employees, and their agents from:

- A. Engaging in severe forms of trafficking in persons during the period of performance of the contract;
- B. Procuring commercial sex acts during the period of performance of the contract;
- C. Using forced labor in the performance of the contract;
- D. Destroying, concealing, confiscating, or otherwise denying access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- E. Using misleading or fraudulent practices during the recruitment of employees;
- F. Charging employees or potential employees recruitment fees;
- G. Failing to provide return transportation or paying for the cost of return transportation upon the end of employment for certain employees;
- H. Providing or arrange housing that fails to meet the host country housing and safety standards; or
- I. Failing to provide an employment contract, recruitment agreement, or other required work documents in writing, as required by law or contract.

7.22 Prohibition against contingent fees. CONTRACTOR, by entering this Agreement, warrants that they have 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 they have 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 consideration contingent upon or resulting from the award or making of this Agreement.

7.23 Non-Collusion. CONTRACTOR, by entering into this Agreement, further certifies that the offer made during the solicitation process, the prices provided to the COUNTY were arrived at independently, without collusion, communication, or agreement, for the purpose of restricting competition with any other consultant, bidder, or potential bidder, and in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid. No attempts were made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid. Should the COUNTY, at any time during the term of this Agreement, become aware of collusive acts by the CONTRACTOR in submitting their bid, the COUNTY reserves the right to terminate this Agreement without cost or penalty to the COUNTY.

7.24 Fraud, misrepresentation, and material misstatements. Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity will be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

7.25 Other Departments. Although this Agreement is specific to a Department of the COUNTY, it is agreed and understood that any department of the COUNTY may avail itself of this Agreement and purchase any and all items specified in this Agreement at the contract prices established in this Agreement. A contract modification will be issued by the COUNTY identifying additional requirements for the additional COUNTY department(s).

7.26 Other Agencies. With the consent of CONTRACTOR and upon notice to and approval by the COUNTY, other agencies may make purchases in accordance with this Agreement. Any such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

7.27 Sovereign Immunity. COUNTY expressly retains all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Nothing will be deemed as a waiver of immunity or the limitations of liability of COUNTY beyond any statutory limited waiver of immunity or limits of liability. Nothing will inure to the benefit of any third party for the purpose of allowing any claim against COUNTY, which would otherwise be barred under the law.

7.28 Construction of Agreement. The Parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the Party drafting an instrument or causing any instrument to be drafted.

7.29 Severability. The invalidity or unenforceability of any particular provision of this Agreement will not affect the other provisions of this Agreement, and this Agreement must be construed in all respects as if such invalid or unenforceable provisions were omitted.

7.30 Notices. Wherever provision is made in this Agreement for the giving, service, or delivery of any notice, statement or other instrument, such notice must be in writing and will be deemed to have been duly given, served, and delivered, if delivered by hand or mailed by United States registered or certified mail, addressed as follows:

If to CONTRACTOR:

Yewtree Environmental Services, LLC
Attn: Matthew Butterworth
66 West 9th Street
Atlantic Beach, Florida

If to COUNTY:

Lake County Manager
315 W. Main Street
P.O. Box 7800
Tavares, Florida, 32778

With a Copy to:

Lake County Attorney
315 W. Main Street, Suite 335
P.O. Box 7800
Tavares, Florida 32778

Each party may change its mailing address by giving to the other party, by hand delivery, United States registered or certified mail, notice of election to change such address.

ARTICLE 8. SCOPE OF AGREEMENT

8.1 This Agreement is intended by the Parties to be the final expression of their Agreement, and it constitutes the full and entire understanding between the Parties with respect to the subject of this Agreement, notwithstanding any representations, statements, or agreements to the contrary previously made. Any items not covered under this Agreement will need to be added via written addendum.

8.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

- Exhibit A (Composite)..... Scope of Work, Submittal Form, and Addenda (22 pages).
- Exhibit B..... Pricing Schedule (4 pages).
- Exhibit C..... Burn Maps (9 pages).
- Exhibit D..... Human Trafficking & Foreign Entities of Concern Affidavit (1 page).

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND YEW TREE ENVIRONMENTAL SERVICES, LLC, FOR RESTORATION LAND MANAGEMENT AND RELATED SERVICES (ITB #24-712E)

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: the COUNTY through its Board of County Commissioners, signing by and through its Chairman; and by the CONTRACTOR through its duly authorized representative.

CONTRACTOR

YEW TREE ENVIRONMENTAL SERVICES, LLC



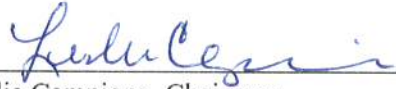
Matthew Butterworth, Principal

This Ninth day of December, 2024.

AGREEMENT BETWEEN LAKE COUNTY, FLORIDA AND YEW TREE ENVIRONMENTAL SERVICES, LLC, FOR RESTORATION LAND MANAGEMENT AND RELATED SERVICES (ITB #24-712E)

COUNTY


LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 14th day of January, 2024.

ATTEST:



Gary Cooney, Clerk
Board of County Commissioners
of Lake County, Florida



Approved as to form and legality:

Melanie Marsh 1/7/25

Melanie Marsh
County Attorney

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES****1. SCOPE OF WORK**

Provide for a vendor pool of one or more consultant(s) for professional services as needed to support the efforts of ecosystems management, habitat establishment, restoration, species conservation, resource protection, and maintenance services. Contractors shall provide both prescribed fire management and fire line services. Services include, but are not limited to, prescribed fire planning and implementation, fire-line establishment, maintenance and rehabilitation, post burn mop-up and monitoring, and wildfire suppression. Firms shall be able to provide their own equipment and not be dependent on Florida Forest Service (FFS) standby.

This is an indefinite quantity contract with no guarantee that services will be required. The County does not guarantee a minimum or maximum dollar amount to be expended on any contract(s) resulting from this solicitation. The scope of work represents the minimum standards required. All work performed shall be in strict compliance with the latest codes, standards, and practices and in accordance with Federal, State, and Local laws.

2. CONTRACTOR RESPONSIBILITIES

Contractor shall:

- 2.1. Be responsible for the development and implementation of prescribed burn plans.
- 2.2. Be responsible for requesting burn authorizations, managing prescribed burns, and cooperating with the Florida Forest Service (FFS).
- 2.3. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- 2.4. Provide proof of current Florida Prescribed Burn Manager Certification from the Florida Department of Agriculture, Florida Forest Service, and successful completion of Interagency Basic Prescribed Fire Course.
 - 2.4.1. Requires a minimum of ten (10) years prior experience with managing prescribed burns in Florida environments and five (5) years' experience in urban interface burning and provide proof of training requirements:
 - 2.4.2. ICS-100 – Incident Command Systems
 - 2.4.3. L-180 – Human Factors in Wildland Fire Service
 - 2.4.4. S-130 - Firefighter Training
 - 2.4.5. S-190 – Introduction to Wildland Fire Behavior
- 2.5. Burn personnel shall provide proof of training requirements:
 - 2.5.1. ICS-100 – Incident Command Systems
 - 2.5.2. S-130 - Firefighter Training
 - 2.5.3. S-190 – Introduction to Wildland Fire Behavior
 - 2.5.4. S215 – Fire Operations in the Wildland/Urban Interface

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES****2.5.5. S290 – Intermediate Fire Behavior**

- 2.6. Provide best management practices (BMPs) as appropriate for the specific site conditions and project requirements.
- 2.7. Provide for a minimum of five years' experience for the operation of mechanical equipment.
- 2.8. Provide for certificate of competency / licensure for the application of any chemicals, to include pesticides, insecticides, and herbicides.
 - 2.8.1. No chemical treatment shall be completed without providing proof of licensure.
 - 2.8.2. Requires a minimum of two (2) years' experience identifying native plants.
- 2.9. Employ skilled, qualified, and English-speaking staff trained in exotic invasive species identification, native plant species, and threatened and endangered plant species.
- 2.10. Be responsible for the training and safety of all contracted personnel participating in prescribed burning on the property.
- 2.11. Provide all labor, materials, equipment, tools, transportation, and supplies required to complete the work.
- 2.12. Provide a neat and clean in appearance dress code for staff consisting of a shirt with company name, pants, and work shoes/boots.
- 2.13. Project a professional image, deal effectively with the public, and perform duties in a courteous and efficient manner.
- 2.14. Work shall be performed at a time that minimizes disturbance or interference to visitor activities.
- 2.15. Correct apparent deficiencies within ten (10) calendar day of any work that fails to conform to the specifications.
- 2.16. Should weather prevent the completion of work on the scheduled workday, the Contractor shall be expected to complete the necessary work on the first fair weather workday following.

3. COUNTY RESPONSIBILITIES

County will:

- 3.1. Reserve the right to award to one or more vendors.
- 3.2. Reserve the right add or remove services in conjunction with the County's needs.
- 3.3. Reserve the right to inspect and approve all material, supplies, workmanship, and equipment for contract performance.
- 3.4. Not be responsible for lost, damaged, or stolen equipment.
- 3.5. Reserve the right to dismiss Contractor's staff for disorderly conduct or unsatisfactory performance in accordance with contract specifications.

4. CHEMICAL TREATMENT REQUIREMENTS

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

- 4.1. Contractor shall be trained in exotic invasive species identification, native plant species, and threatened and endangered plant species with a minimum of two (2) years' experience.
- 4.2. Certificate of competency / licensure for the application of any chemicals, to include pesticides, insecticides, and herbicides is required.
 - 4.2.1. No chemical treatment shall be completed without providing proof of licensure.
- 4.3. Target vegetation is site specific and is primarily determined by the individual project.
- 4.4. Contractor shall make every effort to achieve full application and coverage of the awarded and delineated site footprint to the specified target species, while minimizing off-site drift and non-target organism damage.
- 4.5. Contractor shall work with County staff to ensure proper weather, target ID, proper coverage, and that boundaries are outlined at the time of application.
- 4.6. Contractor shall be able to decontaminate all equipment and properly dispose of herbicide and adjuvant containers.
- 4.7. Contractor shall adhere to all herbicide label application, precautionary, and safety statements.
- 4.8. Many projects may require timed treatments for herbicide application.
 - 4.8.1. Projects shall be scheduled by the County and adjusted around seasonal temperatures, land management activities, and fluctuating water levels.
 - 4.8.2. Changing water levels may hinder site access or reduce the efficacy of herbicides.
 - 4.8.3. Some projects may require long-term crew commitment, although crew levels may be adjusted throughout the year.
- 4.9. The long-term goal is to remove all invasive exotic plants from each site listed on the Florida Invasive Species Council (FISC), if possible.
- 4.10. If the Contractor is unclear if a particular species should be treated, they should contact the County Project Manager.
- 4.11. All target plants shall be treated and recorded on a weekly progress report provided by the Contractor detailing the sites treated, cover class of plants, and type of treatment used prior to proceeding to new treatment sites.
- 4.12. Contractor shall be responsible for the collection, recording, and timely submission of all data and reports required.
- 4.13. Contractor shall be responsible for required permitting and adhere to the State Board of Health, local, and federal regulations.
- 4.14. Contractor shall be responsible for any damages caused by spraying, broadcasting, herbicide spill, or contamination.
- 4.15. Contractor shall provide Safety Data Sheets (SDS) for the products used.

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES****5. CHEMICAL TREATMENT METHODS**

- 5.1. Control methods used for nuisance plants listed below have been found to be effective under certain circumstances; however, factors may vary.
- 5.2. Choice of application method, herbicide, and rate for individual species depends on environmental conditions and personal experience.
- 5.3. Marker dyers shall be used to keep track of vegetation that has been treated.
- 5.4. Contractor shall use herbicides and methods other than those listed with prior approval of the County.
- 5.5. Further description of these methods can be found in the University of Florida IFAS publication SP242 (Integrated Management of Invasive Plants in Natural Areas of Florida).
- 5.6. **Manual removal:**
 - 5.6.1. Includes hand pulling, shovels, saws, pick axes, or machete to cut and pile targeted vegetation.
 - 5.6.2. Seedlings may be hand-pulled to minimize the impact of herbicides on nontarget vegetation.
 - 5.6.3. If removed biomass cannot be destroyed by methods such as burning, it should be piled in a delineated area where roots do not encounter the soil to reduce the possibility of regrowth.
- 5.7. **Foliar:**
 - 5.7.1. Contractor shall work with County staff to ensure proper chemical combinations, types, modes of action, adjuvants, chemical recipes and/or mixes, target ID, weather, and proper boundaries are outlined at the time of application to provide for optimal efficacy.
 - 5.7.2. Application may be directed to achieve selectivity or broadcast.
- 5.8. **Stump treatment:**
 - 5.8.1. After felling vegetation, herbicide is applied onto the cut stump surface.
 - 5.8.2. Large trees shall not be felled unless instructed by the County.
- 5.9. **Basal bark:**
 - 5.9.1. Herbicide shall be applied with a backpack or spray bottle directly to the bark around the circumference of each stem/tree.
 - 5.9.2. Herbicide shall be in oil-soluble formulation.
- 5.10. **Frill and girdle (hack and squirt):**
 - 5.10.1. Cuts into the cambium are made completely around the circumference of the stem/tree no higher than one foot (1') off the ground and herbicide shall be applied completely around the girdle.

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES****5.11. Soil applications:**

5.11.1. Granular formulations can be applied by handheld spreaders or specially designed blowers.

5.11.2. Water soluble or water dispersible formulations can be applied with the same type of application equipment described for foliar applications.

6. EQUIPMENT

6.1. Contractor shall furnish equipment of a type and quantity to perform the work satisfactorily within the time specified.

6.2. Contractor shall be responsible for providing all personal protective equipment (PPE) and ensuring equipment is used and maintained properly.

6.3. Contractor shall provide adequate fire-suppression equipment to support all prescribed burns.

6.4. Equipment shall be in fully operational, good, safe working order and properly maintained onsite for the duration of the prescribed burn to protect the operator and the public.

6.5. Safety devices installed by the manufacturer shall be in place and in proper working order.

6.6. Decontamination protocols include spraying all equipment surfaces including the undercarriage and tires to ensure that mud, sand, dirt muck and vegetative debris is not transported from the previous treatment site.

6.7. All handheld equipment such as chain saws, loppers, etc. to be used for treatment activities shall be wiped down and cleaned.

6.8. Equipment on site deemed by the County to be inoperable, unsafe, or improper for desired use, shall be removed from the premises at the Contractor's expense.

6.9. Equipment staging and storage areas shall be agreed to by the Contractor and the County.

6.10. Contractor shall remove staged or stored equipment within twenty-four (24) of request by the County.

6.10.1. Staging and storage areas shall be restored to original or better condition at no additional cost to the County.

6.11. Contractor shall be responsible for any lost material or damaged equipment staged or used onsite.

7. EROSION CONTROL (Post-site Prep)

7.1. Contractor shall provide and install erosion control materials in areas designated by the County.

7.2. Erosion control items include:

7.2.1. 3" tall FDOT approved silt fencing.

7.2.2. Biodegradable coconut matting.

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

7.2.3. Biodegradable wood fiber matting.

7.3. This item does not include earthmoving services and is post site prep.

8. FIRE LINE ESTABLISHMENT

8.1. Fire line establishment shall be conducted in areas where the land has not been cleared and no previous lines have been installed.

8.2. Fire line establishment shall include, but not limited to, the use of equipment such as bulldozers, bushhogs, frontend loaders (with rakes), excavators, heavy-duty rotary mowers/mulchers, fire plows and forestry harrows.

8.3. Contractor shall be responsible for identifying (locate) all utilities along the fire line.

8.3.1. Contractor shall be responsible for utilities damaged during contractor operations.

8.4. Fire lines shall be as level as possible and not ditched or interfere with sheet flow of water/rainfall across the landscape.

9. FIRE LINE MAINTENANCE / REHABILITATION

9.1. Fire line maintenance and rehabilitation shall be conducted in areas where lines have been previously installed or maintained, or where lines were installed during a wildfire.

9.2. Equipment may include forestry harrows, medium duty harrows, box blades, skid steer, frontend loader or medium duty rotary mowers, disking, or mulchers.

9.3. Roads or trails shall be used as fire lines and may need to be rehabbed post burn.

9.4. County will work with Contractors to identify the location and method for line preparation before burns are conducted.

9.5. Shapefiles or hard copy maps of existing fire lines/burn units shall be provided by the County (if available). See Exhibit D – Burn Maps

9.6. Annual maintenance of existing fire lines, rehabilitation of recreational trails or rehabilitation of plowed/pushed lines from wildfires, shall be paid based on per linear foot regardless of equipment required.

10. FIRE LINE SERVICES / PRESCRIBED BURNING

10.1. All prescribed burns shall be conducted in compliance with F.S. 590.125(3), "Certified Prescribed Burning", and F.A.C. 51-2 and any other applicable laws.

10.2. Contractors shall provide trained personnel and equipment needed to complete both prescribed fire and fire line services on assigned work areas and maximize the number of burn days available.

10.3. Certified Prescribed Burn Managers shall meet with the County to evaluate the site, access, staging, area, water availability, safe zones, plant species of concern, and to determine the type of ignition methods, firing techniques and weather conditions needed to safely meet the pre-determined objective, and to minimize negative effects.

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

- 10.3.1.** Negative effects shall include duff ignition/soil damage, historical resources, crown scorch, or smoke management hazards, and other concerns. This information shall be included in the burn plan.
- 10.4.** A prescription for the burn must be completed prior to receiving authorization to burn from the Florida Forest Service, any ignition, and it shall be on site and available for inspection by the Department of Agriculture and Consumer Services representative.
- 10.5.** The burn prescription shall contain, at the minimum:
- 10.5.1.** Stand or site description.
 - 10.5.2.** Map of the area to be burned.
 - 10.5.3.** Number of personnel and equipment types to be used on the prescribed burn.
 - 10.5.4.** Desired weather factors, including but not limited to surface wind speed and direction, transport wind speed and direction, minimum mixing height, minimum relative humidity, maximum temperature, and minimum fine fuel moisture.
 - 10.5.5.** Desired fire behavior factors, such as type of burn technique, flame length, and rate of spread.
 - 10.5.6.** The time and date the prescription was prepared.
 - 10.5.7.** The authorization date and the time period of the authorization.
 - 10.5.8.** An evaluation and approval of the anticipated impact of the proposed burn on related smoke sensitive areas.
 - 10.5.9.** The signature and number of the Certified Prescribed Burn Manager.
 - 10.5.10.** Open Burning hours.
 - 10.5.11.** Prescribed burn plans shall be emailed, or hand delivered to the County prior to the proposed burn date.
- 10.6.** Certified prescribed burn manager shall be present on site with a copy of the burn prescription and shall directly supervise the burn until it is completed.
- 10.7.** Contractor shall ensure adequate firebreaks at the burn site and sufficient personnel and firefighting equipment to contain the fire within the authorized burn area.
- 10.8.** Contractor's personnel on the burn site shall be equipped with and use minimum personal protective equipment (State of Florida – Nomex pants/shirt, hard hat, leather boots, leather gloves, eye protection, approved fire shelter).
- 10.9.** Contractor's personnel shall be equipped with a two-way communication with the burn boss and the required suppression equipment on a prescribed burn at all times.
- 10.10.** Adequate equipment and personnel shall be maintained on site while burning operations are in progress and while any risk of escape exists.

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

- 10.11. Contractor shall have the appropriate control equipment onsite, as approved by the County, and described and required by the Florida Forest Service (FFS) standards.
- 10.12. Contractors shall supply all water resources needed for the control of the prescribed fire if water resources are not available onsite.
- 10.13. The shapefile showing the areas that were burned and the fire lines shall be submitted with the burn plans.
- 10.14. Completed and legible burn plans shall be delivered to the County within five (5) business days following the completion of each burn and the numbers shall match the acreage billed to within one half (1/2) of an acre.
- 10.15. Contractor shall be responsible for all costs and liability associated with burning activities including, but not limited to, any fire suppression costs, fines, or damages resulting from prescribed burns that escape the prescribed burn unit or resulting from smoke originating from a prescribed burn.
- 10.16. Contractors shall also be available to respond to any issues that may arise after the prescribed burn is complete.
- 10.16.1. Issues shall include, but not limited to, smoke management, mop-ups, postburn monitoring needs or escapes.
- 10.16.2. Response shall occur within the same day of contact by Florida Forest Services (FFS) or the County and shall include the appropriate personnel, equipment, or contingency measures.

11. GROUND COVER NATIVE SEEDING / PLANTING (Post Site Prep)

- 11.1. Contractor shall provide and install seed as designated by County Project Manager.
- 11.2. Native seed shall be used to restore the scrub, sandhill, flatwoods, and wet prairie plant communities.
- 11.3. Seed mixes shall be customized to meet specific plant frequency, ecotype, or occurrence criteria.
- 11.4. Seed shall be kept cool and dry during storage and while being transferred directly to the prepared seed bed site for installation.
- 11.5. Seed beds shall be cultipacked prior to seed installation.
- 11.6. Contractor shall utilize a grass lander seed spreader or other similar method and list broadcast rate in pounds (lbs.) per acre.
- 11.7. Contractor shall roll the site with suitable drum rolling equipment if the grass lander does not achieve the necessary seed to soil contact.
- 11.8. Contractor shall conduct hand planting and or plugging of the site with trees, shrubs, grasses, and other herbaceous material at 400 plants per acre as a restoration technique in areas not feasible to conduct direct seeding. (Labor only)

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

11.8.1. Scalping and plant tubeling trees

11.8.2. Hand planting tubelings

11.8.3. Cost for this item does not include plant materials. Plant materials may be provided by the County or paid to the Contractor as a percentage mark-up.

11.8.4. County reserves the right of planting versus seeding.

11.9. Watering of the site is not included as part of this item.

12. GROUND CREWS

Ground crews shall be trained in exotic invasive species identification, native plant species, and threatened and endangered plant species, to perform specific duties related to restoration services. Crews shall be transported by vehicles to staging areas approved by the County. Crews shall be supplied with appropriate equipment including, but not limited to, personal protective equipment, chainsaws, GPS units, machetes, and spray equipment. All target plants must be treated, and treatment data shall be recorded on a weekly progress report prior to proceeding to new treatment sites. Herbicide, granular chemical, and fertilizer will not be supplied by the County and shall be included in the cost on Attachment 2 – Pricing Sheet. Requires a Licensed Florida Certified Herbicide Applicator to supervise ground crew members.

12.1. Backpack / Hand Sprayer

12.1.1. Requires a certificate of competency / licensure for the application of any chemicals to supervise ground crew members to conduct foliar or basal bark applications.

12.1.2. Contractor's bid shall include one (1) licensed herbicide applicator and four (4) trained herbicide applicators.

12.2. Broadcast Selective Herbicide Spraying

12.2.1. Ground crews shall be experienced, trained ATV boom or wand application herbicide personnel to spray within native seed restoration areas.

12.2.2. Ground crews shall conduct specific tasks that involve nuisance or exotic vegetative species- and site-specific herbicide activities.

12.3. Broadcast Granular Chemical or Fertilizer Application

12.3.1. Handheld spreader shall be used to apply granular herbicides, fertilizers, or chemicals in conservation/restoration areas.

12.4. Chainsaw Ground Crews

12.4.1. Requires the use of chain saws by professional operators for tree felling and /or girdling in areas where access with mechanical equipment is not authorized and/or feasible.

12.4.2. Girdled trees may be left standing for habitat value and may or may not be treated with herbicide, depending on species.

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

12.4.3. If directed by the County, trees shall be treated with County approved herbicides by Licensed Herbicide Applicators.

12.5. Native plant and Tree Plantings

12.5.1. Includes hand planting of trees, shrubs, grasses, and other herbaceous material at four hundred (400) plants per acre or as directed by the County. (Labor only)

12.5.1.1. Scalping and plant tubeling trees.

12.5.1.2. Hand planting tubelings.

12.5.2. Bid pricing shall be for labor only and do not include plant materials.

12.5.2.1. Plant materials shall be provided by the County or paid to the vendor as a percentage markup.

12.6. Small Vegetation Removal

12.6.1. Requires the use of weed whackers and/or machetes to frill and girdle or to remove vegetation in areas where access with mechanical equipment is not authorized or feasible.

12.6.2. Vegetation such as small trees, vines and shrubs that shall be cut and treated with approved herbicides.

12.6.3. Includes removal and proper disposal of exotic plant materials by hand and bagging for transport off site or as directed by the County.

13. MECHANICAL TREATMENTS

Contractor shall utilize mechanical equipment such as tree cutters, to shred, grind, sloppy chop/roller chop or mulch unwanted trees, shrubs and/or vegetation for the purpose of ecosystem restoration, trail and fire line construction, nuisance control, etc.

13.1. Heavy Vegetation and Trees

13.1.1. Includes the reduction of material that shall be greater than 4” up to 12” DBH (diameter at breast height) down to ground level and is selective in nature avoiding damage to desirable native species, snags, gopher tortoise burrows, wet areas.

13.1.2. Patches of undisturbed areas shall be randomly scattered throughout the treatment area.

13.2. Chipping / Mulching / Grinding

13.2.1. Includes material from three inches (3”) up to sixteen inches (16”) diameter at breast height (DBH) down to ground level and is selective in nature, avoiding damage to desirable native species.

13.2.2. Logging is not included as a part of this service. County will be responsible for contracting logging of forested areas which may precede these activities.

13.3. Disking – Deep Harrowing

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

13.3.1. Includes deep disking/chisel plowing techniques to expose deep roots of exotic or unwanted species.

13.4. Disking – Shallow Disking

13.4.1. Includes disking/plowing techniques to prepare sites for seeding by shallow, light disking to create a “bedding condition” suitable for accepting native seeds.

13.5. Root Raking / Leveling of Site

13.5.1. Includes the removal and proper disposal of all trash, concrete, asphalt, building materials, pipe, and woody debris as part of site prep for other activities to follow such as tree planting or groundcover restoration.

13.6. Tree and Brush Removal / Pile Burning

13.6.1. Includes equipment such as bulldozers/front end loaders to uproot and pile wood material as part of site prep for infrastructure or ecosystem restoration and includes pile burning of materials.

13.6.2. Pile burning may be accomplished by a Silvicultural Certified Pile Burner or as directed by a Certified Prescribed Burn Manager.

14. RELATED RESTORATION SERVICES

Contractor shall obtain required permitting to remove non-native/undesirable vegetation by herbicide and /or hand removal as necessary. Only herbicides registered by the EPA specifically for use in aquatic sites shall be applied to plants growing in lakes, rivers, canals, etc.

14.1. Hydrology Restoration

14.1.1. Includes activities to restore historical drainage patterns where they have been altered by farming, fire breaks, erosion, ditches, berms, and off-road vehicle activity, etc.

14.1.2. Requires the use of mechanical equipment such as backhoes, dozers and or other related specialized equipment.

14.1.3. Contractor shall reuse, furnish, install, or haul off approved fill material, suitable earthen material (excluding concrete and or hardpan).

14.2. Trail Development and Maintenance (Non-Paved)

14.2.1. Contractor shall conduct general trail construction and maintenance of existing trails.

14.2.2. General items include:

14.2.2.1. Clearing (<2” DBH (diameter at breast height) trees w/dozer)

14.2.2.2. Root-raking (with large tractor)

14.2.2.3. Trimming (light brush)

14.2.3. Mowing (Bahia or native rangeland)

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

14.2.4. Disking (minimum 50hp tractor)

14.2.5. Bush hogging (light to medium density vegetation)

14.2.6. Grading (low ground pressure dozer or larger tractor w/box blade) as directed by County staff.

14.3. Upland Restoration

14.3.1. Includes various activities that may be involved with restoration and management of upland ecosystems including, but not limited to, scrub, sandhill and pine flatwoods or as directed by the County.

14.3.2. Includes planting of upland trees, shrubs, and ground cover species (e.g. grasses) at one hundred and fifty (150) one-gallon trees, shrubs, or herbaceous plant material per acre (15" centers).

14.3.3. Does not include prescribed burning, site preparation (disking) or herbicide treatments.

14.4. Wetland Restoration

14.4.1. Includes herbaceous wetland vegetation planting at four hundred and thirty-six (436) native wetland liners (2" plugs) per acre (10" centers) or as directed by the County.

15. WARRANTY REQUIREMENTS

15.1. Contractor shall be responsible for all costs and liability associated with burning activities including, but not limited to, any fire suppression costs, fines, or damages resulting from prescribed burns that escape the prescribed burn unit or resulting from smoke originating from a prescribed burn.

15.2. Contractor shall correct all apparent and latent deficiencies that fail to conform to the contract specifications within ten (10) calendar days after written notice from the County at no additional cost.

15.3. If the Contractor fails to correct the work within the period specified, the County shall assess liquidated damages as specified.

15.4. Contractor shall be responsible for damages to property incurred during Contractor actions.

15.4.1. Property shall include, but not limited to, structures, utilities, services, roads, trees, and shrubbery.

16. LIQUIDATED DAMAGES – PER PROJECT

16.1. Deficiencies that have been noted and not remedied within ten (10) calendar days shall be assessed liquidated damages for each calendar day the remedies have not been completed.

16.1.1. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty.

**RESTORATION LAND MANAGEMENT
AND RELATED SERVICES**

16.2. Services shall be deemed complete on the date the deficiencies are considered complete to the satisfaction of the County.

16.3. Liquidated Damages will be as set forth in the following table:

Project Amount	Daily Charge (Per Calendar Day)
\$5,000 and under	\$25
Over \$5,000 but less than \$10,000	\$65
\$10,000 or more but less than \$20,000	\$91
\$20,000 or more but less than \$30,000	\$121
\$30,000 or more but less than \$40,000	\$166
\$40,000 or more but less than \$50,000	\$228
\$50,001 or more	\$250

16.4. The County will retain from the compensation to be paid to the Contractor a daily fee based on the total project amount.

16.4.1. Example: The total project amount to complete all services is fifteen hundred dollars (\$1,500). Deficiencies have been noted and not completed for fourteen (14) calendar days. The specified time frame to correct deficiencies shall be completed within ten (10) days. The liquidated damages that shall be assessed starting on the first day after the specified time frame (on the eleventh (11) day) and will be assessed \$25.00 per day that the work is not completed. (14 days – 10-day time frame = 4 days; \$25.00 per day x 4 days = \$100 assessment for liquidated damages).

16.5. If the deficiencies have not been remedied, the Contractor shall stop work on any other project or service to the County until the deficiencies are complete and the Liquidated damages sum is satisfied.

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The undersigned hereby declares that: Yewtree Environmental Services, LLC has examined and accepts the specifications, terms, and conditions presented in this Solicitation, satisfies all legal requirements to do business with County, and to furnish **RESTORATION LAND MANAGEMENT AND RELATED SERVICES** for which Submittals were advertised to be received no later than 3:00 P.M. Eastern time on the date stated in the solicitation or as noted in an addenda. Furthermore, the undersigned is duly authorized to execute this document and any contracts or other transactions required by award of this Solicitation.

1.0 TERM OF CONTRACT

Contract will be awarded for an initial one (1) year term with the option for two (2) subsequent two (2) year renewals. Renewals are contingent upon mutual written agreement.

Contract will commence upon the first day of the next calendar month after approval by the authorized authority. Contract remains in effect until completion of the expressed and implied warranty periods. County reserves the right to negotiate for additional services/items similar in nature not known at time of solicitation.

2.0 PAYMENT

Contractor shall email parksinvoices@lakecountyfl.gov the County's using department an accurate invoice within 30 calendar days after delivery. Invoices shall reference the: purchase/task order, delivery date, delivery location, and corresponding packing slip or delivery ticket signed by a County representative at the time of acceptance. Failure to submit invoices in the prescribed manner will delay payment.

Payments will be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes. County will remit full payment on all undisputed invoices within 45 days from receipt by the appropriate County using department. County will pay interest not to exceed 1% per month on all undisputed invoices not paid within 30 days after the due date.

All pricing will be FOB Destination unless otherwise specified in this solicitation document. Pricing submitted will remain valid for a ninety (90) day period.

The County's preferred method for invoice payment is electronic remittance of invoices via virtual payment cards (ePayables) instead of paper checks. Contractor is encouraged to adopt the County's electronic payment option. ePayables is designed to deliver payables quickly and more efficiently than check payments. This procedure is consistent with the County's obligations and purpose, with an overall intent to utilize technology to provide value to the taxpayers.

Vendor requests more information about accepting ePayables for payment: YES

Vendor accepts MasterCard for payment: NO

3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

I certify that I have reviewed the [General Terms and Conditions for Lake County Florida](#) and accept the Lake County General Terms and Conditions dated 5/6/21 as written including the Proprietary/Confidential Information section. YES

Failure to acknowledge may result in Submittal being deemed non-responsive.

4.0 CERTIFICATION REGARDING FELONY CONVICTION

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years? NO

5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud. Click or tap here to enter text.

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

Under any County Contract that involves Contractor or subcontractor personnel working in proximity to minors, Vendor hereby confirms that any personnel so employed will have successfully completed an initial, and subsequent annual, Certified Background Check, completed by Contractor at no additional cost to County. Vendor will comply with Florida Statutes regarding background investigations. County retains the right to request and review any associated records with or without cause, and to require replacement of any Contractor employee found in violation of this requirement. Contractor shall indemnify County in full for any adverse act of any such personnel in this regard. Additional requirements may apply in this regard as included within any specific contract award. YES

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) Choose an item. Choose an item.

and enter OSD Certification Number Click or tap here to enter text.

and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

9.0 FEDERAL FUNDING REQUIREMENT – N/A**10.0 LOCAL VENDOR PREFERENCE – N/A****11.0 GENERAL VENDOR INFORMATION**

Firm Name: Yewtree Environmental Services, LLC

Street Address: 66 W 9th Street

City: Atlantic Beach State and ZIP Code: FL 32233

Mailing Address (if different): Click or tap here to enter text.

Telephone: (904) 333-0612

Purchase Order Email Address: m.butterworth@yewtreesvc.com

Federal Identification Number / TIN: 93-2146925

12.0 SUBMITTAL SIGNATURE

I hereby certify the information indicated for this Submittal is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an authorized representative of this Vendor and/or empowered to execute this Submittal on behalf of the Vendor. I, individually and on behalf of the Vendor, acknowledge and agree to abide by all terms and conditions contained in this solicitation as well as any attachments, exhibits, or addenda.

Name of Legal Representative Submitting this Proposal: *Matthew Butterworth*

Date: 8/10/2024

Print Name: Matthew Butterworth

Title: Principal

Primary E-mail Address: m.butterworth@yewtreesvc.com

Secondary E-mail Address: Click or tap here to enter text.

The individual signing this Submittal affirms that the facts stated herein are true and that the response to this Solicitation has been submitted on behalf of the aforementioned Vendor.

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REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Restoration Land Management and Related Services

07/25/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM DOES NOT CHANGE THE DATE FOR RECEIPT OF PROPOSALS.

QUESTIONS/RESPONSES

- Q1. The submittal requirements list requires proof of completion of Florida Silviculture Best Management Practices Training. After speaking with Ms. Robin Holland (Florida Forest Service BMP Program Manager) she informed us that “FFS does not have any classes scheduled for Silviculture BMPs at this time. Ms. Holland mentioned “Generally, we hold 1 to 2 classes each year and they are usually around October or November” and she has added our name to the notification list and let you know once the next class is scheduled”. As a Contractor, we are willing to complete this training. Would Lake County consider that our land management and habitat restoration company that has over 30 years of experience in implementing BMP’s as proof of completion of BMP’s since it is a standard practice in the industry that is utilized, until such a time is available to complete the training?
- R1. The requirement for Florida Silviculture Best Management Practices is removed. Please see Revised Exhibit A - Scope of Work, Section 2.6.
- Q2. Exhibit A - Scope of Work, Section 2.6 Proof of Completion of Florida Silviculture Best Management Practices Training.
- The submittal requirements list requires proof of completion of Florida Silviculture Best Management Practices Training. After speaking with Ms. Robin Holland (Florida Forest Service BMP Program Manager) she informed us that “FFS does not have any classes scheduled for Silviculture BMPs at this time. Ms. Holland mentioned “Generally, we hold 1 to 2 classes each year and they are usually around October or November” and she has added our name to the notification list and let you know once the next class is scheduled”. As a Contractor, we are willing to complete this training. Would Lake County consider that our land management and habitat restoration company that has over 30 years of experience in implementing BMP’s as proof of completion of BMP’s since it is a standard practice in the industry that is utilized, until such a time is available to complete the training?
- R2. Please refer to R1.
- Q3. Exhibit A – Scope of Work, 4.4 Chemicals shall be applied to ensure 100% coverage of

treatment areas and 95% mortality of targeted vegetation within these areas.

Having been a State of Florida Licensed Pesticide Applicator for many years it is our professional experience that 95% mortality is not possible with many species without multiple treatment events. Examples: Cogon grass (with rhizomes), natal grass (multiple seed events per year), climbing fern (spreads by spores) are only three of many species that cannot be controlled with one event of 100% coverage to achieve 95% mortality. There are many other species that also require multiple treatments. The treatment of individual plant and insect species varies on a case-by-case basis. Likewise, many species over the years have become resistant to chemicals over many years and require repeated treatments to gain control of that individual species. Can Lake County please provide a detailed list of the plant and/or insect species that will be treated under this contract and a list of mortality requirements knowing these facts?

- R3. Please see Revised Exhibit A- Scope of Work, Section 4.4. Lake County has the potential to request control of many species of non-native and or invasive plants across many ecosystem types in Lake County. Florida Invasive Species Council provides a grouping of possible species the County may require chemical application of (<https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/>).
- Q4. Exhibit A- Scope of Work, Section 4.5 Contractor shall be required to re-treat area if coverage and/or mortality rates are not met, with no additional cost to the County. How can a Contractor be responsible for re-treatment based on Section 4.4 above?
- R4. Please see Revised Exhibit A – Scope of Work, Section 4.5. Contractor shall work with County staff to ensure proper weather, target ID, proper coverage, and that boundaries are outlined at the time of application.
- Q5. Exhibit A- Scope of Work, Section 5.6 Manual Removal. The manual removal (hand pulling, shovels, saws, pick axes, or machete) causes additional ground disturbance, which most often allows for weeds to flourish even more. Is there a list of target species that Lake County can provide the Contractor? How will Lake County determine if chemicals are used versus manual labor in treatment areas?
- R5. Please refer to R3. Lake County requires that mechanical removal is deployed in certain areas, where discussed. Contractor shall work with County staff to ensure proper target ID; and proper boundaries are outlined at the time of removal.
- Q6. Exhibit A- Scope of Work, Section 5.7 Foliar. 5.7.1 states “herbicide is diluted in water and applied to leaves using backpack and spray bottles. Depending on the target species, water may not be the correct application. Many species require oil-based, salt-based, etc. surfactants to meet the specific labeling requirements for application under the law (not just water). Can Lake County provide a list of target species so that Contractors know what to expect as far as treatments and applications on County Lands?
- R6. Please refer to R3 and Revised Exhibit A – Scope of Work, Section 5.7.1. Lake County requires that chemical applications are deployed in certain areas, where discussed/approved. Contractor shall work with County staff to ensure proper chemical combinations, types, modes of action, adjuvants, chemical recipes and/or mixes, target ID, weather, and proper boundaries are outlined at the time of application to provide for optimal efficacy.

- Q7. Exhibit A- Scope of Work, Section 9 Fire Line Maintenance/Rehabilitation. Fireline maintenance and rehabilitation shall be considered in area where lines have been previously installed or maintained, or where lines were installed during a wildfire. As a professional, certified burn boss fire line maintenance and rehabilitation are considered two completely different land management items. Fire line maintenance typically consists of discing a fire line that is already in place. Fire line rehabilitation after a wildfire requires the use of a backhoe/track hoe to level out plow lines installed by dozers to contain a wildfire. Can Lake County separate these items since the cost for each task are quite different from one another?
- R7. Please see Revised Attachment 2 – Pricing Sheet.
- Q8. Exhibit A – Scope of Work, Section 10.12, Contract shall supply all water resources.... Should this read “Contractor” instead of Contract?
- R8. Please see Revised Exhibit A – Scope of Work.
- Q9. Exhibit A- Scope of Work, Section 11.8. Contractor shall conduct planting and/or plugging of the site with native grasses (e.g. wiregrass, lovegrasses, etc.) as a restoration technique in areas not feasible to conduct direct seeding. Can Lake County please provide a list of plant species with quantity and number of species required per acre for this task?
- R9. Please see Revised Exhibit A – Scope of Work.
- Q10. Exhibit A- Scope of Work, Section 11.8.1 Contractor shall plant the number of plants equal to the costs of direct seeding. Can Lake County please provide a list of plant species with quantity and number of species required that “equals to direct seeding” per acre for this task?
- R10. Please see Revised Exhibit A – Scope of Work.
- Q11. Exhibit A- Scope of Work, Section 11.8.2 County reserves the right of planting versus seeding. Can Lake County please provide examples of when it would be planting versus seeding?
- R11. Various levels of site prep/preconditions, site size, locale, or sensitivity of ground impacts via heavy equipment.
- Q12. Exhibit A- Scope of Work, Section, 12.4.2. Girdled trees may be left standing for habitat value.... Does Lake County take into consideration that girdled trees pose a risk to people that access Lake County Public Lands? Likewise, is Lake County aware that girdled trees often present hazards during prescribed burns? How will Lake County mitigate these risks?
- R12. Lake County is well aware of the land management tasks that are requested. Contractor shall work with County staff to ensure proper target ID. Proper work site boundaries are outlined at the time of conducting task. When performing the specific tasks, trees within the fall zone near public access areas are fell-vs-girdle. Spotfire producing snags adjacent to unit fire line are equally mitigated or removed as part of prescription preignition preparation.
- Q13. Exhibit A- Scope of Work, Section, 13.5.1, Includes the removal of and proper disposal of all trash, concrete, asphalt, building materials, pipe, and woody debris as part of the site prep for other activities to follow such as tree planting or groundcover restoration. Can Lake County provide a volume calculation for the amount of debris list in this line item? This must be quantifiable (e.g. cubic yards, square feet, etc.) in order to provide fair pricing, since one project

may have large amounts of concrete versus another project that may contain woody debris versus another project that may contain building materials, all of which are considerably different.

- R13. Please see revised Attachment 2 – Pricing Sheet.
- Q14. Exhibit A- Scope of Work, Section, 14.1.3. Contractor shall reuse, furnish, install, or haul off approved fill material, suitable earthen material (excluding concrete and or hardpan). As a professional land manager, the tasks listed in 14.1.3 are not the same (reuse, furnish, install, or haul off approved fill material). Each task requires different pricing. Can Lake County separate out each of these tasks, since pricing for each task varies greatly (e.g. furnishing clean fill dirt versus hauling off earthen materials)?
- R14. Please Revised Attachment 2 – Pricing Sheet.
- Q15. Exhibit A- Scope of Work, Section, 16. Liquidated Damages – Per Project, 16.1.1, 16.2, 16.3, 16.4, 16.4.1 & 16.5 all relate to non-performance by the Contractor under this ITB. How will Lake County take into account that “environmental factors” (excessive rain, t-storms, hurricane related events, drought, extremely high temperatures, flooding, erosion, etc.) may be the cause of non-performance by the Contractor? Can Lake County please provide examples of “Deficiencies” as stated in the Sections listed above?
- R15. Services provided that do not meet the minimum requirements of Exhibit A - Scope of Work is considered deficient. Please refer to Exhibit A - Section 16.1.

ADDITIONAL INFORMATION

Refer to the revised documents now part of this Solicitation: Exhibit A – Scope of Work REVISED, Exhibit D – Burn Maps REVISED, and Attachment 2 – Pricing List REVISED.

ACKNOWLEDGEMENT

Firm Name: Yewtree Environmental Services, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Matthew Butterworth*

Date: 8/10/2024

Print Name: Matthew Butterworth

Title: Principal

Primary E-mail Address: m.butterworth@yewtreesvc.com

Secondary E-mail Address: Click or tap here to enter text.



REAL FLORIDA • REAL CLOSE
Office of Procurement Services

P.O. Box 7800 • 315 W. Main St., Suite 416 • Tavares, FL 32778

SOLICITATION: Restoration Land Management and Related Services

08/06/2024

Vendors are responsible for the receipt and acknowledgement of all addenda to a solicitation. Confirm acknowledgement by including an electronically completed copy of this addendum with submittal. Failure to acknowledge each addendum may prevent the submittal from being considered for award.

THIS ADDENDUM CHANGES THE DATE FOR RECEIPT OF PROPOSALS FROM
08/07/2024 AT 3:00 PM TO 08/13/2024 AT 3:00 PM.

QUESTIONS/RESPONSES

N/A

ADDITIONAL INFORMATION

N/A

ACKNOWLEDGEMENT

Firm Name: Yewtree Environmental Services, LLC

I hereby certify that my electronic signature has the same legal effect as if made under oath; that I am an authorized representative of this vendor and/or empowered to execute this submittal on behalf of the vendor.

Signature of Legal Representative Submitting this Bid: *Matthew Butterworth*

Date: 8/10/2024

Print Name: Matthew Butterworth

Title: Principal

Primary E-mail Address: m.butterworth@yewtreesvc.com

Secondary E-mail Address: Click or tap here to enter text.

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM24623

BUTTERWORTH, MATTHEW
66 WEST 9TH STREET
ATLANTIC BEACH, FL 32233

Categories
2, 21

Issued: December 23, 2020

Expires: January 31, 2025



Signature of Licensee


NICOLE "NIKKI" FRIED, COMMISSIONER

The above individual is licensed under the provisions of Chapter 487, F.S. to purchase and apply restricted use pesticides.

<i>Yewtree Environmental Services, LLC</i>					
SAVE AND SUBMIT AS AN EXCEL FILE					
Payments based on acre rates shall include all pre-burn planning, fire-line preparation, ignition and stand-by time, mop-up and monitoring time as well as all other labor, materials, equipment, tools, transportation (of personnel), equipment mobilization, and supplies required to complete the work. Hourly personnel and equipment rates can be applied to any tract that needs extra time and attention to better meet prescribed burn objectives or to areas that have special safety concerns as determined by the County. Hourly Rates will be paid in 15 minute increments with a minimum of one (1) hour charge. County staff will determine when and where hourly rates can be applied. Hourly rates will only be paid for the time personnel or equipment is on-site conducting work. Contractor shall submit pricing for one or all groups to be					
Alterations to locked cells may result in disqualification of submission.					
GROUP A - PRESCRIBED FIRE / FIRE LINE SERVICES (EXISTING LINES)					
ITEM	DESCRIPTION	UNIT	Cost Per Unit	Mobilization Fee (if applicable)	Total Cost per Line Item
Item A1 - Erosion Control (Exhibit A - Section 7)					
A1a	Erosion Control	LF	\$0.00	\$0.00	\$0.00
A1b	3 ft tall FDOT approved silt fence	LF	\$0.00	\$0.00	\$0.00
A1c	Biodegradable coconut matting	LF	\$0.00	\$0.00	\$0.00
A1d	Biodegradable wood fiber matting	LF	\$0.00	\$0.00	\$0.00
Item A2 - Fire Line Establishment (Exhibit A - Section 8)					
A2a	Fire Line Establishment	LF	\$0.00	\$0.00	\$0.00
Item A3 - Fire Line Maintenance / Rehabilitation (Exhibit A - Section 9)					
A3a	Fire Line Maintenance	LF	\$0.00	\$0.00	\$0.00
A3b	Fire Line Rehabilitation	LF	\$0.00	\$0.00	\$0.00
Item A4 - Fire Line Services / Prescribed Burning (Exhibit A - Section 10)					
A4a	Ellis Acres	Acre	\$0.00	-	\$0.00
A4c	Ferndale Preserve	Acre	\$0.00	-	\$0.00
A4h	Lake May	Acre	\$0.00	-	\$0.00
A4k	Neighborhood Lakes	Acre	\$0.00	-	\$0.00
A4m	Palatlakaha River Park	Acre	\$0.00	-	\$0.00
A4n	Pasture Reserve	Acre	\$0.00	-	\$0.00
A4p	PEAR Park	Acre	\$0.00	-	\$0.00
A4v	Pine Forest	Acre	\$0.00	-	\$0.00
A4x	South Pine Lakes	Acre	\$0.00	-	\$0.00
Item A5 - Native Groundcover Seeding/Planting (Post Site Prep) (Exhibit A - Section 11)					
A5a	Groundcover Seeding/Planting	Acre	\$0.00	-	\$0.00
A5b	List broadcast rate in pounds per acre:	Acre		-	-
County has the option of planting versus seeding and vendor shall plant the number of plants equal to the costs of direct seeding					
GROUP A TOTAL				\$0.00	
GROUP B - GROUND CREWS (Exhibit A - Section 12)					
Item B1 - Backpack/Hand Sprayer Herbicide Item (Exhibit A - Section 12.1)					
B1a	Backpack/Hand Sprayer herbicide	Acre	\$625.00	-	\$625.00
Item B2 - Broadcast Selective Herbicide Spraying (Exhibit A - Section 12.2)					
B2a	Herbicide-Selective Broadcast with ATV	Acre	\$400.00	-	\$400.00
Item B3 - Broadcast Granular Chemical or Fertilizer Application (Exhibit A - Section 12.3)					
B3a	Chemical or Fertilizer Application- Granular Broadcast	Acre	\$500.00	-	\$500.00
Item B4 - Chainsaw Ground Crews (Exhibit A - Section 12.4)					
B4a	Chainsaw with herbicide application	Acre	\$790.00	-	\$790.00
B4b	Chainsaw without herbicide application	Acre	\$650.00	-	\$650.00
Item B5 - Native Plant and Tree Planting (labor only, excluding cost of plant materials) (Exhibit A - Section 12.5)					
B5a	Scalp and Plant tubelings (includes 400 plantings)	Acre	\$0.00	-	\$0.00
B5b	Hand Planting tubelings (includes 400 plantings)	Acre	\$0.00	-	\$0.00
Item B6 - Small Vegetation Removal (Exhibit A - Section 12.6)					
B6a	Vegetation Removal	Acre	\$0.00	-	\$0.00
GROUP B TOTAL				\$2,965.00	
GROUP C - MECHANICAL TREATMENTS - (Exhibit A Section 13)					
Item C1 - Heavy Vegetation or Trees (Exhibit A - Section 13.1)					
C1a	Mechanical Treatment of Heavy Vegetation or Trees	Acre	\$0.00	-	\$0.00
Item C2 - Chipping/Mulching/Grinding (Exhibit A - Section 13.2)					
C2a	Chipping/Mulching/Grinding	Acre	\$0.00	-	\$0.00
Item C3 - Disking Deep Harrowing (Exhibit A - Section 13.3)					
C3a	Disking-Deep Harrowing	Acre	\$0.00	-	\$0.00
Item C4 - Disking - Shallow Disking (Exhibit A - Section 13.4)					
C4a	Disking-Shallow Disking	Acre	\$0.00	-	\$0.00
Item C5 - Root Raking/Leveling of Site (Exhibit A - Section 13.5)					
C5a	Root Raking/Leveling	CY	\$0.00	-	\$0.00
Item C6 - Tree and Brush Removal/Pile Burning (Exhibit A - Section 13.6)					
C6a	Tree and Brush Removal/Pile Burning	Acre	\$0.00	-	\$0.00
GROUP C TOTAL				\$0.00	

ITEM	DESCRIPTION	UNIT	Cost Per Unit	Mobilization Fee (if applicable)	Total Cost per Line Item
GROUP D - RELATED RESTORATION SERVICES					
Item D1 - Hydrology Restoration (Exhibit A - Section 14.1)					
D1a	Hydrology Restoration - Includes activities to restore historical drainage patterns requiring the use of mechanical equipment.	CY	\$0.00	\$0.00	\$0.00
D1b	Furnish approved fill material, suitable earthen material (excluding concrete and or hardpan).	CY	\$0.00	\$0.00	\$0.00
D1c	Install approved fill material, suitable earthen material (excluding concrete and or hardpan).	CY	\$0.00	\$0.00	\$0.00
D1d	Haul off approved fill material, suitable earthen material (excluding concrete and or hardpan).	CY	\$0.00	\$0.00	\$0.00
Item D2 - Trail Development and Maintenance (Non-Paved) (Exhibit A - Section 14.2)					
D2a	Clearing	LF	\$0.00	\$0.00	\$0.00
D2b	Root-raking	LF	\$0.00	\$0.00	\$0.00
D2c	Trimming	LF	\$0.00	\$0.00	\$0.00
D2d	Mowing	LF	\$0.00	\$0.00	\$0.00
D2e	Disking	LF	\$0.00	\$0.00	\$0.00
D2f	Bush Hogging	LF	\$0.00	\$0.00	\$0.00
D2g	Grading	LF	\$0.00	\$0.00	\$0.00
Item D3 - Upland Restoration (labor only, excluding the cost of plant materials) (Exhibit A - Section 14.3)					
D3a	Planting one gallon plant	Acre	\$0.00	\$0.00	\$0.00
Item D4 - Wetland Restoration (Exhibit A - Section 14.4)					
D4a	Wetland Restoration	Acre	\$0.00	\$0.00	\$0.00
Item D5 - Labor					
D5a	Backhoe Operator	Per Hour	\$0.00		\$0.00
D5b	Biologist	Per Hour	\$140.00		\$140.00
D5c	Certified Herbicide Applicator	Per Hour	\$145.00		\$145.00
D5d	Ecologist	Per Hour	\$140.00		\$140.00
D5e	Engine Boss	Per Hour	\$0.00		\$0.00
D5f	Environmental Technician I	Per Hour	\$0.00		\$0.00
D5g	Environmental Technician II	Per Hour	\$130.00		\$130.00
D5h	Fire Crew Member (\$130/190)	Per Hour	\$0.00		\$0.00
D5i	Florida Certified Burn Boss	Per Hour	\$0.00		\$0.00
D5j	Laborer-Chain Saw Crew (\$130/190)	Per Hour	\$0.00		\$0.00
D5k	Laborer-Herbicide Crew	Per Hour	\$130.00		\$130.00
D5l	Senior Wildlife Ecologist	Per Hour	\$0.00		\$0.00
D5m	Senior Botanist	Per Hour	\$190.00		\$190.00
D5n	Senior Wetland Scientist	Per Hour	\$190.00		\$190.00
Item D6 - Equipment and Material					
D6a	ATV 4X4 with fire torch	Per Hour	\$0.00	\$0.00	\$0.00
D6b	Backhoe - Earth moving operation/removal/fill	Per Hour	\$0.00	\$0.00	\$0.00
D6c	Brush Truck Fully Loaded (only) - (300 gal tank, foam capable)	Per Hour	\$0.00	\$0.00	\$0.00
D6d	Dozer/Tractor Operator	Per Hour	\$0.00	\$0.00	\$0.00
D6e	Fire Unit - Type 3 (only) - (125 gal tank, foam capable, w/appropriate apparatuses)	Per Hour	\$0.00	\$0.00	\$0.00
D6f	Fire Unit - Type 6 (only) - (225 gal tank, foam capable, w/appropriate apparatuses)	Per Hour	\$0.00	\$0.00	\$0.00
D6g	Portable Water Pump (w/appropriate apparatuses)	Per Hour	\$0.00	\$0.00	\$0.00
D6h	Type 3 dozer w/fire plow (only) - (transport fees included)	Per Hour	\$0.00	\$0.00	\$0.00
D6i	Type 4 dozer w/o fire plow (only) - (transport fees included)	Per Hour	\$0.00	\$0.00	\$0.00
D6j	>70HP 4X4 Tractor w/rootrake (includes loader w/bucket)	Per Hour	\$0.00	\$0.00	\$0.00
D6k	<100 HP 4X4 Tractor w/bushhog (includes loader w/bucket & grapple)	Per Hour	\$0.00	\$0.00	\$0.00
D6l	>100 HP 4X4 Tractor w/bushhog (includes loader w/bucket & grapple)	Per Hour	\$0.00	\$0.00	\$0.00
D6m	Fire Crew Radios (should outfit upto 12 crew)	Per Day	\$0.00	\$0.00	\$0.00
D6n	SxS 4X4 (only) - (60 gal suppression tank, foam capable)	Per Hour	\$0.00	\$0.00	\$0.00
D6o	SxS 6X6 (only) - (60 gal suppression tank, foam capable)	Per Hour	\$0.00	\$0.00	\$0.00
D6p	>90 HP Skidsteer w/ Mulching Head	Per Hour	\$0.00	\$0.00	\$0.00
D6q	Trackhoe - Earth moving operation/removal/fill	Per Hour	\$0.00	\$0.00	\$0.00
D6r	>150 HP Track hoe w/Thumb	Per Hour	\$0.00	\$0.00	\$0.00
D6s	Water Tank/Trailer - 3000 gallon (towable/permanent mounted)	Per Hour	\$0.00	\$0.00	\$0.00
D6t	Utility Trailer 16' (each) (2 available)	Per Day	\$0.00	\$0.00	\$0.00
D6u	Burn Fuel (3:1 diesel/gas mix)	Per Gallon	\$0.00	\$0.00	\$0.00
D6v	Foam Concentrate	Per Gallon	\$0.00	\$0.00	\$0.00
D6w	Additional plant materials to be supplied as required by the work at cost plus:	% Markup			
GROUP D TOTAL				\$1,065.00	
TOTAL ALL GROUPS				\$4,030.00	

ITEM	DESCRIPTION	UNIT	Cost Per Unit	Mobilization Fee (if applicable)	Total Cost per Line Item
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The following information is required for price redetermination consideration.

	Enter type of fuel used: Diesel or Gasoline	Gasoline
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of fuel?		0.50%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of wages?		81.50%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is directly attributed to the cost of materials?		18.00%
	Must equal 100%	100.00%

County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished for any direct purchasing. Contractor is responsible for payment of taxes on purchased project materials.

County will not accept nor authorize payment for travel time or expenses of service personnel to any County facility locations. The hourly rate must commence on the job site. Billable time will be for service work performed.

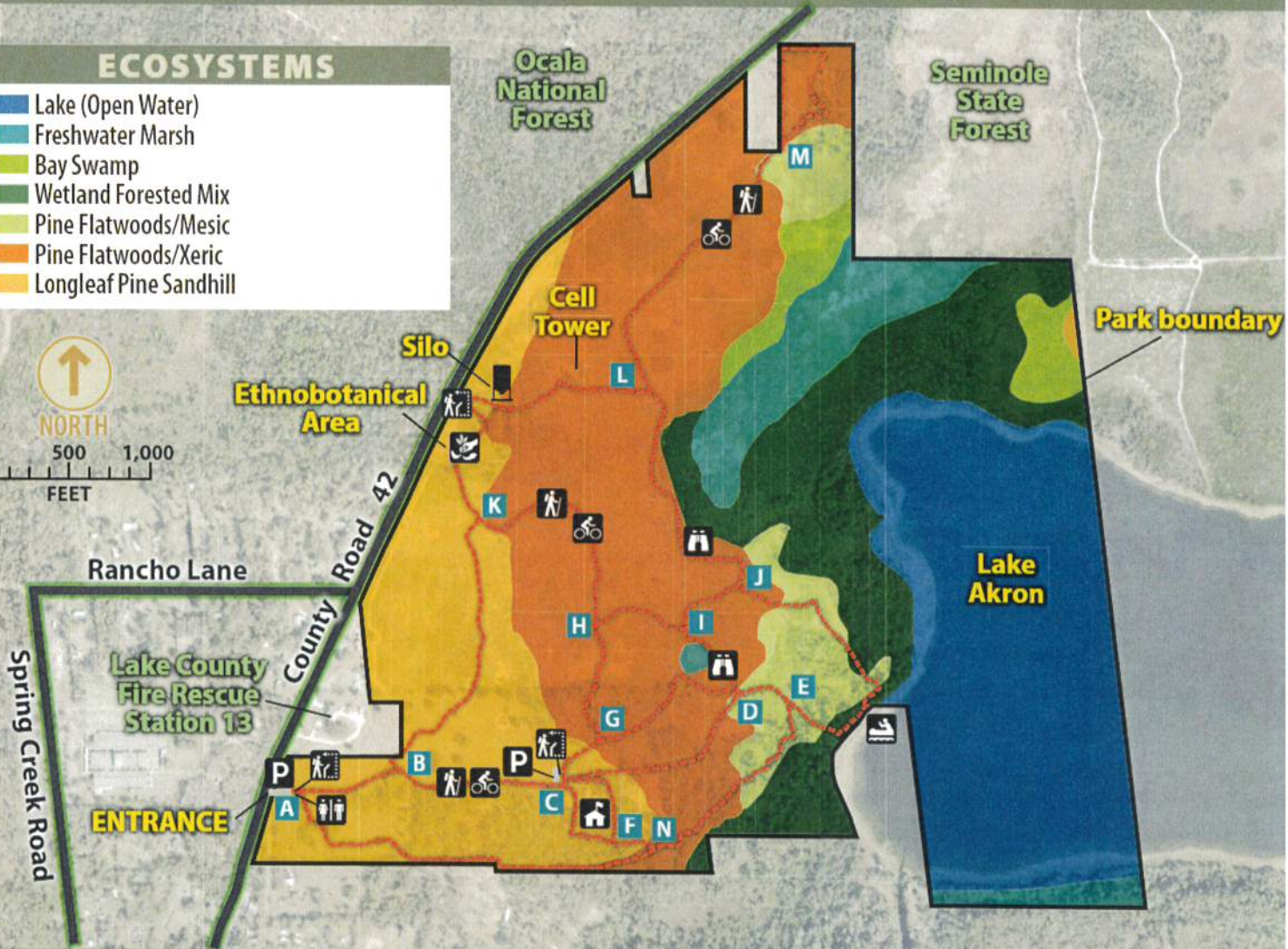
This is an indefinite quantity contract with no guaranteed use of services. County does not guarantee a dollar amount to be expended on any contract resulting from this solicitation.

EXHIBIT B

Ellis Acres Reserve

ECOSYSTEMS

- Lake (Open Water)
- Freshwater Marsh
- Bay Swamp
- Wetland Forested Mix
- Pine Flatwoods/Mesic
- Pine Flatwoods/Xeric
- Longleaf Pine Sandhill



SITE DIRECTORY

TOTAL ACRES: 417

- P** Parking
- ♂ ♀** Restroom
- 🏠** Nature Center

- 🚶 🚲** Hiking/Bike Trail
- 🚣** Canoe Launch
- ℹ** Information

- 🔭** Viewing Area
- 🌿** Ethnobotanical Area
- A** Trail Intersection



Ferndale Preserve

GREEN MOUNTAIN SCENIC BYWAY
COUNTY ROAD 455

Park Boundary

IMPROVEMENTS
(Future)

ECOSYSTEMS

- Open Water
- Wetland Forested Mix
- Mesic Pine Flatwoods
- Xeric Uplands
- Longleaf Pine Sandhill
- Pine Sandhill/Scrub

Lake Apopka



ENTRANCE

Park Boundary

SITE DIRECTORY

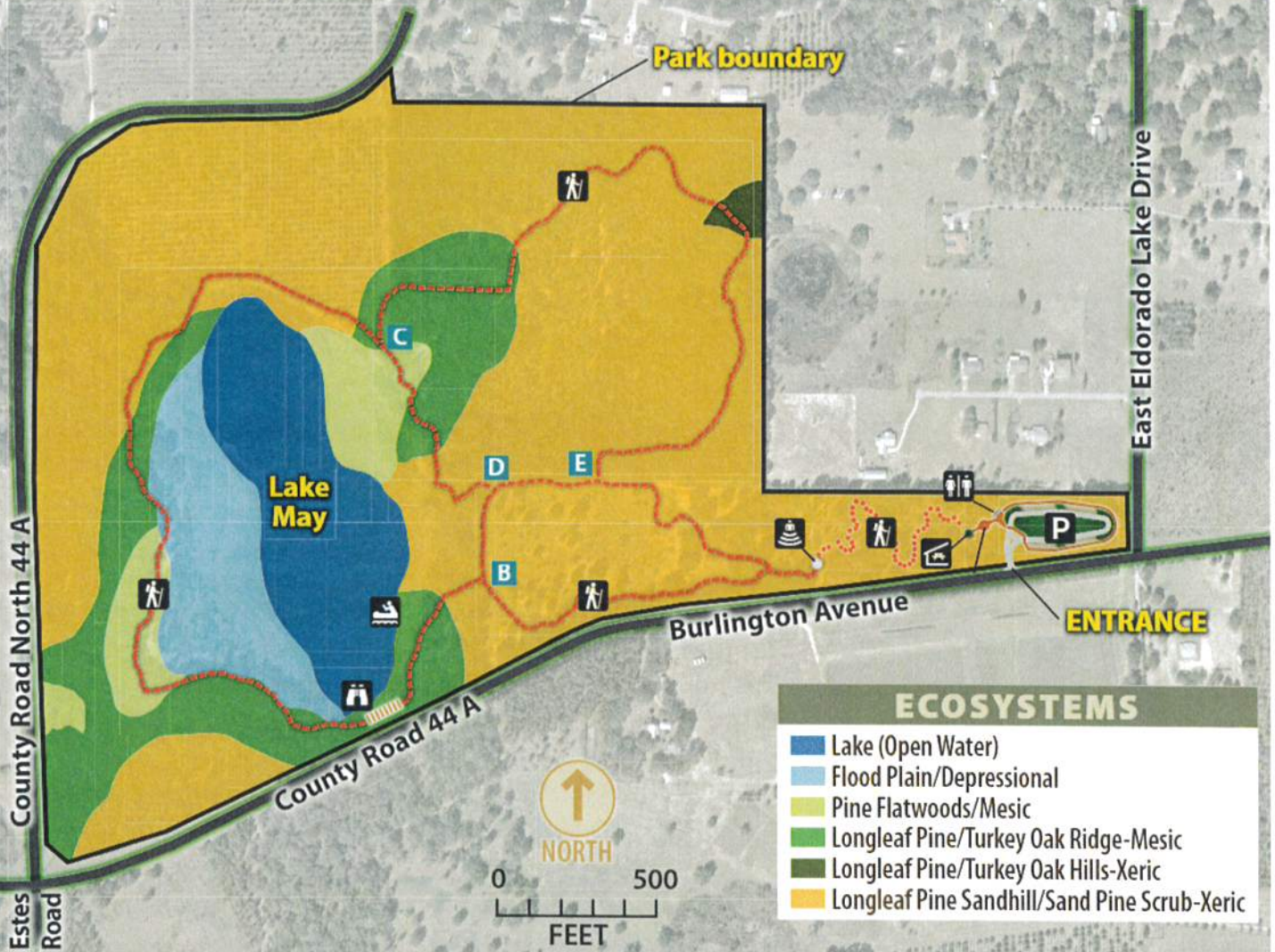
TOTAL ACRES: 192

- | | | | |
|------------------|-------------|-----------------------------|-----------------------------|
| P Parking | Information | Fishing | Hike/Bike /Equestrian Trail |
| Restroom | Playground | Canoe Launch | Hike Trail |
| Pavilion | Observation | Information | Pavers (no bikes/horses) |
| | | A Trail Intersection | |



MASTER SITE PLAN: Rev. 03/31/22

Lake May Reserve



SITE DIRECTORY

TOTAL ACRES: 136



MASTER SITE PLAN: Rev. 02/12/20

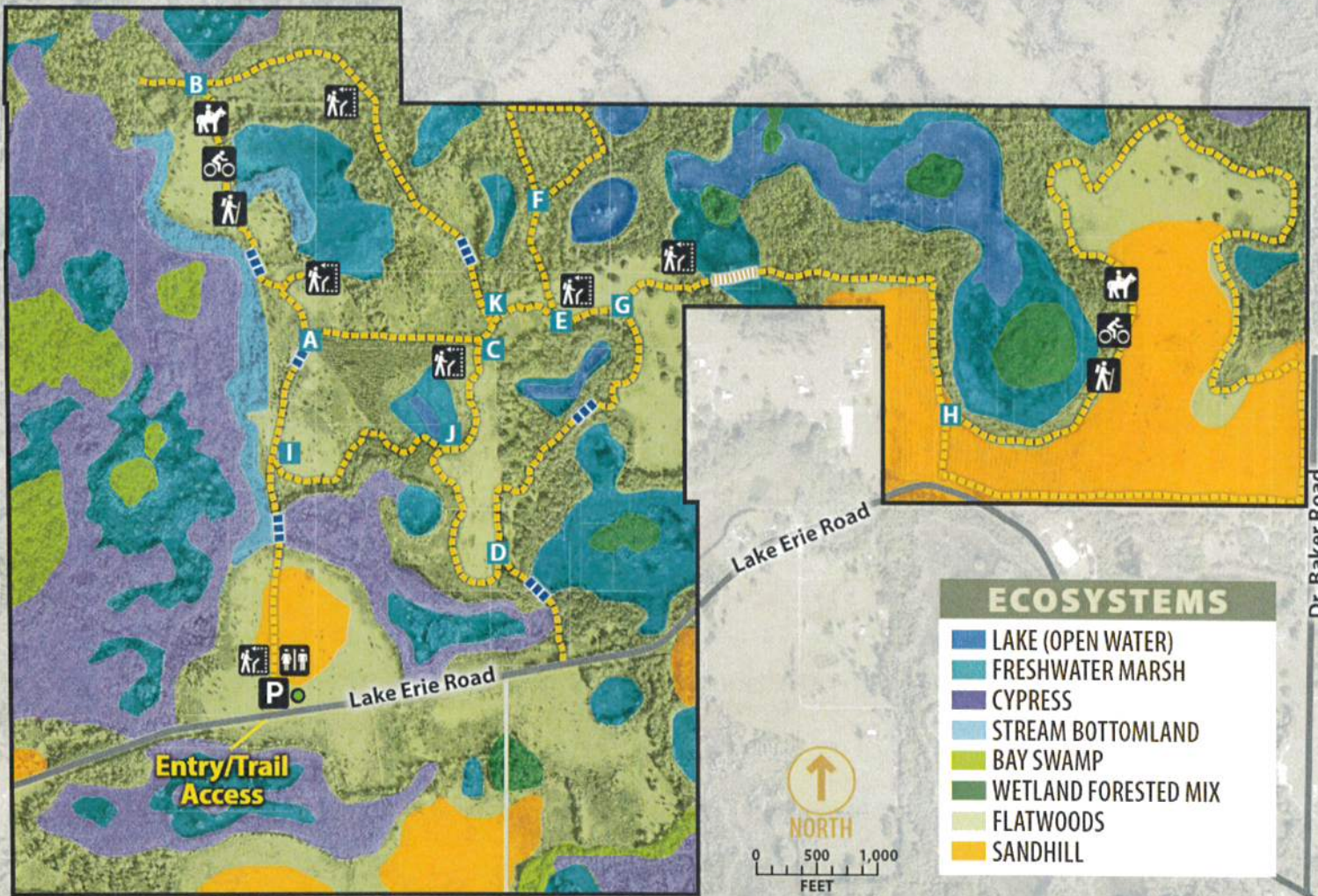
Neighborhood Lakes Burn Map 210 Acres



Palatlakaha River Park Burn Map 30 Acres



Pasture Reserve



SITE DIRECTORY

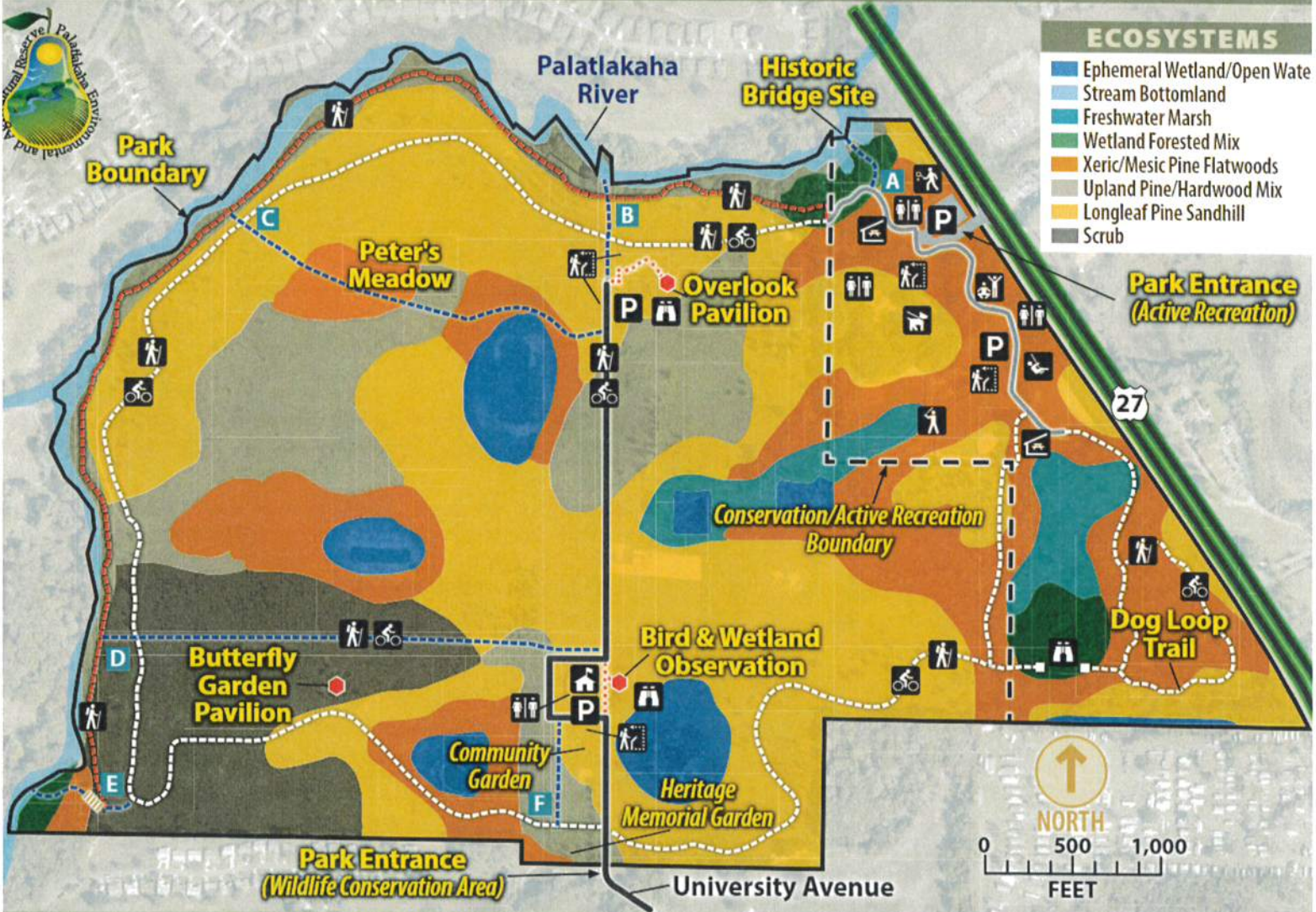
TOTAL ACRES: 810

- P** Parking
- Restroom
- Information
- Boardwalk*
- Low Water Crossing*
- Hike/Bike/Equestrian Trail
- A** Trail Intersection
- SJRWMD Monitoring Well

*Future Projects



P.E.A.R. Park



SITE DIRECTORY

Information

Parking

Restroom

Picnic Pavilion

Hiking Trail

River Trail

Trail Intersection

Concrete Path

Paver Trail

Connector Trails

Dog Park

Fields / Courts

Nature Center

Observation Pavilion

Overlook

TOTAL ACRES: 318



MASTER SITE PLAN: Rev. 08/21/20

EXHIBIT D - BURN MAPS
Pine Forest Park

24-712

RESTORATION LAND MANAGEMENT
AND RELATED SERVICES



32520 SR 44
Deland, FL 32720

South Pine Lakes





AFFIDAVIT OF COMPLIANCE WITH §§ 287.138, 288.0071, AND 787.06, FLA. STAT.
CONTRACTING WITH AND PROVIDING ECONOMIC INCENTIVES TO FOREIGN ENTITIES
OF CONCERN, AND COMPLIANCE WITH ANTI-HUMAN TRAFFICKING LAWS

Before me, the undersigned authority, personally appeared (Name of affiant) Matthew Butterworth, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Principal of (Business Name) Yewtree Environmental Services LLC which is authorized to conduct business in the State of Florida, hereinafter called the "Business."
2. *Prohibition on Providing Personal Identifying Information to Foreign Entities of Concern:* I affirm that Business is not owned by a foreign country of concern, a does a foreign country of concern does not have a controlling interest in Business, and that Business is not organized under the laws of nor does it have its principal place of business in a foreign country of concern, as defined in Section 287.138, Florida Statutes.
3. *Prohibition on Providing Economic Incentives to Foreign Entities of Concern:* I affirm that Business is not a foreign entity, as defined in Section 288.0071, Florida Statutes.
4. *Compliance with Human Trafficking Laws:* I affirm that Business does not use coercion for labor or services as defined in Section 787.06, Florida Statutes, entitled "Human Trafficking."
5. Under penalties of perjury, I declare that I am duly authorized and empowered and have sufficient knowledge to execute and deliver this Affidavit and that I have read the foregoing Affidavit and the facts stated in it are true.

Signed and Delivered on the 9 day of December, 2024.

BY: [Signature]
Signature of Affiant
Matthew Butterworth
Printed Name

STATE OF Florida
COUNTY OF Deval

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 9 day of December, 2024, by Matthew Butterworth, who is personally known to me or has produced identification (type): FL DL.

[Signature]
(Notary Signature)

(SEAL)

