

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
DEBRISTECH, LLC, FOR  
DISASTER DEBRIS MONITORING SERVICES**

**RSQ # 25-911A**

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 DebrisTech, LLC, a foreign limited liability company authorized to do business in the state of Florida, its successors and/or assigns (the CONTRACTOR), (each a “Party” and collectively, the “Parties”).

**WITNESSETH:**

**WHEREAS**, the COUNTY publicly submitted a Request for Statements of Qualification (RSQ) 25-911 seeking firms or individuals qualified to provide disaster debris monitoring 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 monitoring services for debris collection and debris management sites, coordinate and manage all storm debris management activities, and furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Lake County Water Authority (LCWA), and the Florida Department of Environmental Protection (FDEP), and related services, in conjunction with the County’s needs. (“the Service”) for the COUNTY as detailed in the Scope of Services, attached hereto and incorporated herein as **Exhibit A (Composite)**. This is an indefinite quantity contract with no guarantee of a volume of services or expenditure.

### **ARTICLE 3. SCOPE OF SERVICES.**

#### **3.1 Scope.**

**A.** On the terms and conditions set forth in this Agreement, the COUNTY hereby engages the CONTRACTOR and CONTRACTOR agrees 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 Forms, and CONTRACTOR'S Proposed Solution, attached hereto and incorporated herein as **Exhibit A (Composite)**. While the Scope of Work may reference specific FEMA documents or guidance, CONTRACTOR is ultimately responsible for determining if updated FEMA documents or guidance supersede or replace those cited and adhering to the most current rules in effect at the time of the disaster, including any disaster specific requirements. It is understood that the Scope of Services may be modified by change order or written Amendment, as applicable, as the Service progresses, but to be effective and binding, any such agreement 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.

**B.** Services provided by CONTRACTOR under this Agreement will be provided to COUNTY on an as-needed basis.

**C.** The CONTRACTOR shall give the work the attention necessary to ensure 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. The CONTRACTOR shall furnish the COUNTY with every reasonable accommodation for ascertaining whether the work performed is in accordance with the requirements and intent of the contract documents.

**D.** 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.

#### **3.2 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 (the "**Effective Date**").

**B.** The Term of this Agreement will be for an initial one (1) year term with the option for two (2) subsequent two (2) year renewal terms. 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. 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.

**3.3 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.

**3.4 Contract Extension.** The COUNTY has the unilateral option to extend this Agreement for up to ninety (90) calendar days beyond the current term of the Agreement. In such event, the COUNTY will notify the CONTRACTOR in writing of such extensions. The Agreement be extended beyond the initial ninety (90) day extension upon mutual agreement between the COUNTY and the CONTRACTOR

**3.5 Open Quantity Contract.** CONTRACTOR acknowledges and agrees that this Agreement is an open quantity contract. The COUNTY does not guarantee to CONTRACTOR any minimum or maximum 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 project to the COUNTY'S other contractor(s) or to procure needed services separately utilizing the COUNTY'S procurement procedures.

**3.6 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 and maintain at least the minimum thresholds of education and professional experience required to perform the services required under this Agreement. 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.

**3.7 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.

**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 construction and operation 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.

**3.8 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.

**3.9 Liquidated Damages.**

**A.** The COUNTY and the CONTRACTOR recognize that, due to the nature of the Services provided under this Agreement, the COUNTY will suffer financial loss if the work is not completed per the Scope of Work. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for failure to perform required Services, as set forth in the Scope of Work, attached as part of **Exhibit A (Composite)**. The CONTRACTOR hereby expressly waives and relinquishes any right which it may have to seek to characterize the Liquidated Damages as a penalty. The Parties agree that the Liquidated Damages sum represents a fair and reasonable estimate of the COUNTY'S actual damages at the time of contracting if the CONTRACTOR fails to complete the work in a timely manner.

**B.** The Liquidated Damages will be as set forth in **Exhibit A (Composite)**, attached hereto and incorporated herein.

**C.** The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum.

**3.10 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.

**3.11 State Funding – Employment of State Residents.** CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assignment to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank



system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would 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.

### **3.12 Contractor Personnel / Team Composition.**

**A.** The CONTRACTOR shall ensure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to perform their assigned task properly and satisfactorily and to operate any equipment involved and must make due and proper effort to execute the work in the manner prescribed in the Agreement documents.

**B.** CONTRACTOR agrees that each person listed or referenced in CONTRACTOR'S proposal package provided in response to RSQ # 25-911, shall be available to perform the services described herein for the COUNTY barring illness, accident, or other unforeseeable events of a similar nature, in which case CONTRACTOR must be able to promptly provide a qualified replacement. In the event CONTRACTOR desires to substitute personnel, CONTRACTOR shall propose a person with equal or higher qualifications; each replacement person is subject to prior written approval of the COUNTY. In the event the requested substitute is not satisfactory to the COUNTY and the matter cannot be resolved to the satisfaction of the COUNTY, the COUNTY reserves the right to terminate this Agreement. A list of CONTRACTOR'S Key Personnel/Team Composition under this Agreement is attached hereto and incorporated herein as part of **Exhibit B (Composite)**.

**C.** 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 or may suspend the work with approval of the COUNTY until such orders are complied with.

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

**F.** 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. CONTRACTOR'S employees must wear identification.

**G.** Documentation. If required by the COUNTY for the Service, the CONTRACTOR shall provide the COUNTY'S Project Manager with all requested documentation for all personnel, subcontractors, and representatives of the CONTRACTOR that will be utilized for the Service.

Documentation must be provided within five (5) working days of the request and must be submitted electronically in PDF format. This information must also be provided when new personnel, subcontractors, and representatives of the CONTRACTOR are hired at any time during the contract period for the Service.

**H. Background Checks.** CONTRACTOR shall comply with COUNTY'S policy regarding drug screening and background checks. CONTRACTOR'S performance under this contract is conditioned upon successfully passing the drug screening, and background check, which shall be coordinated with COUNTY. If any employee of CONTRACTOR is deployed on an assignment prior to the successful passing of the drug screening, and the background check, and CONTRACTOR fails to pass either, then CONTRACTOR shall be responsible for full payment of the deployment expenses and demobilization expenses (airfare, hotel, per diem, etc.). In the event that COUNTY is required to comply with a drug screening policy other than its own, or be required to conduct further background checks, including, but not limited to, finger printing, by virtue of an agreement between COUNTY and a third party under which CONTRACTOR will provide Services, CONTRACTOR shall comply with the requirements as set out in the agreement between COUNTY and the third party, and the COUNTY shall provide all necessary consents and releases to the CONTRACTOR.

**I. State Funding – Employment of State Residents.** CONTRACTOR acknowledges and agrees that, in accordance with Section 255.099, Florida Statutes, if assigned to CONTRACTOR is being supported in whole or in part by State funding CONTRACTOR will give preference to the employment of state residents in the performance of the work if state residents have substantially equal qualifications to those of non-residents. If CONTRACTOR is required to employ state residents, CONTRACTOR will contact the Department of Economic Opportunity to post the employment needs in the State's job bank system. However, in work involving the expenditure of federal aid funds, this section may not be enforced in such a manner that would 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.

**3.13 Subcontractors.** 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. 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. CONTRACTOR shall cause its subcontractors and suppliers to comply with the Service schedule and applicable sub-schedules. Subcontracting without the prior consent of COUNTY may result in termination of the Agreement for default.

**3.14 Conditions.** The CONTRACTOR acknowledges that it has sufficient understanding of the nature and conditions of the work, but is 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(s); the character of equipment and facilities needed preliminary to and during the completion of the Service. 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.

**3.15 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.

**3.16 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.

#### **ARTICLE 4. PAYMENT.**

**4.1 Pricing.** Payment shall be arrived at utilizing the rates set forth in CONTRACTOR'S Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**. COUNTY will pay, and CONTRACTOR will accept as full and complete payment for the timely and complete performance of its obligations hereunder, compensation as provided in the Pricing Schedule, attached hereto and incorporated herein as **Exhibit B (Composite)**. The rates quoted will be deemed to provide full compensation for labor, equipment use, travel time, and any other element of cost or price. Agreement prices will prevail for the full duration of the Agreement.

**4.2 Invoicing.** CONTRACTOR will submit accurate, itemized invoices to the COUNTY by email provided by the COUNTY'S Project Manager on a monthly basis reflecting services actually provided to COUNTY under this Agreement during the previous month. The date of the invoice must be after delivery, but no more than thirty (30) calendar days after delivery of services. Under no circumstances shall the invoices be submitted to COUNTY in advance of services and acceptance of the work. All invoices shall be accompanied by backup documentation (pdf) including, but not limited to, service tickets, suppliers' invoices, purchase orders, time sheets, approved proposals, and any reporting required by the COUNTY'S Project Manager to verify services, in the COUNTY'S discretion, or which may be expressly required under

the Scope of Work. Invoices must include sufficient documentation to substantiate payment requests. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default of contract and its contract may be terminated.

**4.3 Payment.** The COUNTY will make payment on all invoices in accordance with the Florida Local Government Prompt Payment Act, Chapter 218, Part VII, Florida Statutes; payment will be made within forty-five (45) days, as specified in Section 218.73, Florida Statutes. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (45) 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 (Composite)**, 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. **CONTRACTOR understands and acknowledges that the work under this Agreement may be funded through emergency funding provided by the State of Florida, Federal Emergency Management Agency (FEMA) and/or the U.S. Federal Highway Administration (FHWA).**

**4.7 Payment/Performance Bond Requirements.** CONTRACTOR must provide a Performance and Payment Bond or irrevocable letter of credit in an amount that represents **100%** of the contract price. The Performance and Payment Bond Form supplied by the COUNTY will be the only acceptable form for these bonds. No other form will be accepted. Bond information and forms are attached hereto and incorporated herein as **Exhibit C**. In the event the CONTRACTOR defaults on the construction, the COUNTY shall utilize the Payment and Performance bond or letter of credit to complete the work.

**4.8 Acceptance of the Work and Final Payment.**

**A. 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 and submitted with a Final Payment Affidavit, to be provided by the COUNTY'S Project Manager. 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 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.

**B. Waiver of Claims.** The CONTRACTOR'S acceptance of final payment 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 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.

**C. Termination of Contractor's Responsibilities.** 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 except as set forth in this Agreement.

**D. 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.

## **ARTICLE 5. COUNTY RESPONSIBILITIES.**

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

**5.2** COUNTY retains the right to inspect all work to verify compliance with the contract documents. COUNTY will promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed.

**5.3 Project Manager.** COUNTY shall designate one 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 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/equipment furnished or utilized to provide the Service.

## **ARTICLE 6. GENERAL TERMS AND CONDITIONS.**

### **6.1 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 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.

**6.2 Assignment of Agreement.** This Agreement shall not be assigned or sublet except with the written consent of the COUNTY. 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 effected by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after 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.

**6.3 Insurance.** 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 in **Exhibit D**, attached hereto and incorporated herein by reference.

**6.4 Indemnification.** To the extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the COUNTY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Contract by the CONTRACTOR or its employees, agents, servants, partners, principals or subcontractors. The CONTRACTOR shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the COUNTY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may be incurred. 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.

**6.5 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.

**6.6 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.

**6.7 Contracting with County Employees.** Any COUNTY employee or immediate family member seeking to contract with the COUNTY shall seek a conflict-of-interest opinion from the County Attorney prior to submittal of a Proposal. The affected employee shall disclose the employee's assigned function within the COUNTY and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract. Failure to disclose any conflicts of interest may result in termination of this Agreement.

**6.8 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.

**6.9 State Registration Requirements.** CONTRACTOR shall be registered with the Florida Department of State in accordance with the provisions of the Florida Business Corporation Act, Chapter 607, Florida Statutes.

**6.10 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.

**6.11 Subcontracting.** CONTRACTOR shall not subcontract any portion of the work without the prior written consent of the COUNTY. Subcontracting without the prior consent of the COUNTY may result in termination of the Agreement for default.

**6.12 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.

**6.13 Additional Services & Non-Exclusivity.** 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 the CONTRACTOR or to acquire the items from another vendor through a separate solicitation. COUNTY reserves the right to perform, or cause to be performed, all or any of the work and services described in this Agreement in the manner deemed to represent its best interests. In no case will the COUNTY be liable for billings in excess of the quantity of goods or services provided under the Agreement.

**6.14 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 the requirements of the additional using department(s).

**6.15 Other Agencies.** Other governmental agencies may make purchases in accordance with the terms of this Agreement with CONTRACTOR consent and upon providing notice to the COUNTY'S Office of Procurement Services. Purchases are governed by the Agreement's terms and conditions except for the change in agency name. Each agency will be responsible and liable for its own purchases for materials or services received.

**6.16 Warranties.** All warranties express and implied, must be made available to the COUNTY for goods and services furnished under this Agreement. All goods furnished must be fully guaranteed by the CONTRACTOR against factory defects and workmanship. They will be covered by the most favorable commercial warranty given for comparable quantities of products or services and the rights and remedies provided herein will be in addition to the warranty and do not limit any right afforded to the COUNTY by any other provision of a solicitation. CONTRACTOR shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period at no expense to the COUNTY. Any special conditions within the Scope of Work supersede the manufacturer's standard warranty where such conditions are most favorable to the COUNTY.

**6.17 Deficiencies in Work.** CONTRACTOR shall promptly correct all apparent and latent deficiencies or defects in work, or any work that fails to conform to the Agreement documents regardless of project completion status. All corrections must be made within seven (7) calendar days after such rejected defects, deficiencies, or non-conformances are verbally reported to the CONTRACTOR by the COUNTY'S Project

Manager. CONTRACTOR must bear all costs of correcting such rejected work. If CONTRACTOR fails to correct the work within the period specified, COUNTY may, at its discretion, notify the CONTRACTOR, in writing, that the CONTRACTOR is subject to contractual default provisions if the corrections are not completed to the satisfaction of the COUNTY within seven (7) calendar days of receipt of the notice. If the CONTRACTOR fails to correct the work within the period specified in the notice, the COUNTY may place the CONTRACTOR in default, obtain the services of another CONTRACTOR to correct the deficiencies, and charge the incumbent CONTRACTOR for these costs, either through a deduction from the final payment owed to CONTRACTOR or through invoicing. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

**6.18 County is Tax Exempt.** When purchasing on a direct basis, the COUNTY is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes (85-8013874700C-1). Visit Lake County Tax Exemption Certificate page to print a copy of the certificate. ([https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax\\_Exemption\\_Form.pdf](https://bccnet.lakecountyfl.gov/documents/finance/forms/Tax_Exemption_Form.pdf)). Except for items specifically identified by the CONTRACTOR and accepted by the COUNTY for direct COUNTY purchase under the Sales Tax Recovery Program, CONTRACTOR is not exempt from paying sales tax to its suppliers for materials to fulfill contractual obligations with the COUNTY, nor will CONTRACTOR be authorized to use any of the County's Tax Exemptions in securing such materials.

**6.19 Shipping Terms, F.O.B. Destination.** The F.O.B. point for any product ordered will be F.O.B.: DESTINATION – Inside Delivery, FREIGHT ALLOWED.

**6.20 Acceptance of Goods or Services.** The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the products or services is accepted by the COUNTY and is in compliance with this Agreement.

Any goods or services purchased under this Agreement may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the COUNTY reserves the right to terminate this Agreement or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at CONTRACTOR'S expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. CONTRACTOR shall not assess any additional charges for any conforming action taken by the COUNTY under this clause. COUNTY will not be responsible to pay for any product or service that does not conform to the Agreement specifications. In addition, any defective product or service or any product or service not delivered or performed by the date specified in a purchase order or Agreement, may be procured by the COUNTY on the open market, and any increase in cost may be charged against the CONTRACTOR. Any cost incurred by the COUNTY in any re-procurement, plus any increased product or service cost, will be withheld from any monies owed to the CONTRACTOR by the COUNTY for any Contract or financial obligation.

**6.21 Estimated Quantities.** CONTRACTOR acknowledges that any estimated quantities or dollar amounts provided by COUNTY as part of the COUNTY'S solicitation for services provided under this Agreement are for guidance only and are not part of this Agreement; COUNTY makes no express or implied guarantees as to quantities or dollar value that will be used during the Contract period and is not obligated to purchase any goods or services under this Agreement. In no event will the COUNTY be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**6.22 Additional Locations.** 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.

**6.23 Similar or Ancillary Items.** While the COUNTY has listed all major items which are utilized by COUNTY departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the COUNTY during the term of this Agreement. Under these circumstances, a COUNTY representative will contact the CONTRACTOR to obtain a price quote for the similar or ancillary items. The COUNTY may request price quotes from all Contractors under contract if there are multiple contracts awarded for the Service. The COUNTY reserves the right to award these ancillary items to the CONTRACTOR, another vendor based on the lowest price quoted, or to acquire the items through a separate solicitation.

**6.24 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.

**6.25 Safety.** CONTRACTOR is responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work and for complying with all requirements of the Occupational Safety and Health Administration Act (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). 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. CONTRACTOR shall provide and its employees shall utilize all standard equipment, work operations, safety equipment, personal protective equipment, and lighting required or mandated by State, Federal, OSHA, or Americans with Disabilities Act of 1990 (ADA) regulations. CONTRACTOR shall designate a competent person of its organization whose duty will be the prevention of accidents at the site. 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 COUNTY personnel. This person must be the CONTRACTOR'S superintendent unless otherwise designated in writing by the CONTRACTOR to the Project Manager. CONTRACTOR acknowledges 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 CONTRACTOR. CONTRACTOR certifies that all material, equipment, etc. to be used in an individual Service meets all Occupational Safety and Health Administration (OSHA) requirements. CONTRACTOR 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 the aforementioned requirements will be borne by CONTRACTOR.

**6.26 Safety Data Sheets.** The CONTRACTOR is responsible to ensure the COUNTY has received the latest version of any SDS required by 29 C.F.R. Section 1910.1200 with the first shipment of any hazardous

material. The CONTRACTOR shall promptly provide a new SDS to the COUNTY with the new information relevant to the specific material at any time the content of an SDS is revised.

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

**6.28 Cleanup.** If applicable, all unusable materials and debris must be removed from the premises at the end of each workday and disposed of in an appropriate manner. 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.**

**6.29 Protection of Property & Risk of Loss.** All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest must always be protected against damage or interrupted services by the CONTRACTOR while providing goods or services under this Agreement. CONTRACTOR will be held responsible for repairing or replacing 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 CONTRACTOR. CONTRACTOR assumes the risk of loss of damage to the COUNTY'S property during possession of such property by CONTRACTOR, and until delivery to and acceptance of that property to the COUNTY. CONTRACTOR will 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 CONTRACTOR or a third party.

**6.30 Certificate of Competency, Licensure, Permits, and Fees.**

**A.** CONTRACTOR shall, at the time it submits any offer to COUNTY in response to a solicitation and for the duration of this Agreement hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying CONTRACTOR to perform the Service under this Agreement. If work for other trades is required and such work will be performed by subcontractors hired by CONTRACTOR, CONTRACTOR shall provide COUNTY each subcontractor's applicable Certificate of Competency/license.

**B.** 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.

C. CONTRACTOR shall maintain sufficient financial support and organization to ensure satisfactory delivery of the Services provided under this Agreement. In the event CONTRACTOR subcontracts any part of its work or will obtain the goods specifically offered under this Agreement from another source of supply, CONTRACTOR is responsible for verifying the competency of its subcontractor or supplier.

**6.31 Truth in Negotiation Certificate.** For contracts awarded under the Consultant's Competitive Negotiation Act, under Section 287.055, Florida Statutes, for all lump-sum or cost-plus fixed fee agreements exceeding the threshold amount provided for in Section 287.017 for Category Four, CONTRACTOR must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the Agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such Agreement adjustments shall be made within one (1) year following the end of the Agreement.

**6.32 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.

**6.33 Responsibility as Employer.** CONTRACTOR shall provide employees capable of performing the work as required. The COUNTY may require the CONTRACTOR to remove any employee it deems unacceptable. All employees of the CONTRACTOR may be required to wear appropriate identification.

**6.34 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. 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.

**6.35 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

**6.36 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 and only after the Agreement has been in effect for at least one (1) year. Unless otherwise set forth in this Agreement, no other price redeterminations will be allowed. All price redeterminations, once issued, will be prospective from the date of approval unless

otherwise approved by a duly executed amendment to the 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. If the COUNTY and the CONTRACTOR cannot agree to a price redetermination, then the Agreement will automatically expire without penalty or expense to either party after a period of six months following the CONTRACTOR'S initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section will be deemed null and void and will not be a valid reason or pretext for expiration or termination of the Agreement. If the Agreement expires pursuant to the terms and conditions of this Section, the COUNTY reserves the right, at no expense, penalty, or consequence to the COUNTY, to award any remaining tasks thereunder to the next available most responsive and responsible CONTRACTOR.

**6.37 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.

**6.38 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.

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.

**6.39 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 five (5) 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](mailto: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.

**6.40 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, construction 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.

**6.41 Copyrights.** Any copyright derived from this Agreement will belong to the author. The author and the CONTRACTOR shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONTRACTOR in any deliverable or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in its best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable will be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation.

The COUNTY owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in any solicitation permits or shall be construed as authorizing Vendor or Contractor to use or display COUNTY'S Intellectual Property. Use of any COUNTY Intellectual Property requires express written consent from the COUNTY.

**6.42 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.



**6.43 Compliance with Federal Standards.** All items to be purchased under a Contract must be in accordance with all governmental standards to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

**6.44 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.

**As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the CONTRACTOR is expected, as part of the CONTRACTOR'S obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the CONTRACTOR'S part that are in any way related to natural disaster conditions (i.e., fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.**

**6.45 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 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.

**6.46 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.

**6.47 Public Entity Crimes.** Pursuant to Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in 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.

**6.48 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 (Section 287.133, Florida Statutes) or Suspended Vendor (Section 287.1351, Florida Statutes) Lists.

**6.49 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.

**6.50 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.

**6.51 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 or 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.

**6.52 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.

**6.53 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.

**6.54 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 has provided the COUNTY with a signed affidavit, attached hereto as part of **Exhibit A (Composite)** affirming compliance with human trafficking laws.

**6.55 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.

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.

**6.56 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.

## **ARTICLE 7. FEDERAL PROVISIONS.**

The Service under this Agreement may be funded through the Federal Emergency Management Agency (FEMA) and/or Emergency Relief funds provided by the Federal Highway Administration (FHWA). Each requires specific terms and conditions be incorporated into any solicitation and subsequent contract. CONTRACTOR acknowledges and agrees to adhere to the specific requirements of each respective funding agency, as well as any State requirements, if applicable.

**7.1** The following federal terms and conditions are attached hereto and incorporated herein by reference:

- Federal Emergency Management Agency (FEMA) Related Contract Clauses (**Exhibit E**); and
- Federal Highway Administration (FHWA) Required Contract Clauses, Form 1273 (**Exhibit H**).

CONTRACTOR is responsible for determining what, if any, flow-down requirements exist for its subcontractors and for ensuring such flow-down requirements are met.

## **ARTICLE 8. MISCELLANEOUS PROVISIONS.**

**8.1 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.

**8.2 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.

**8.3** 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.

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

**8.5 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.

**8.6 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.

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

**8.8 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.

**8.9 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.

**8.10 Notices.**

**A.** 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:**

DebrisTech, LLC  
923 Goodyear Boulevard  
Picayune, Mississippi 39466

**If to COUNTY:**

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

***With a Copy to:***

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

**B.** All Notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States Mail, return receipt requested, (3) sent by Federal Express or other equivalent overnight letter delivery company.

**C.** The effective date of such notices shall be the date personally delivered, or if sent by certified mail, the date the notice was signed for, or if sent by overnight letter delivery company, the date the notice was delivered by the overnight letter delivery company.

**D.** 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 9. SCOPE OF AGREEMENT.**

**9.1** 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.

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

Exhibit A (Composite).....Scope of Services, Addenda, Submittal Forms, Contractor's Proposal (87 pages).  
Exhibit B (Composite) .....Pricing Schedule & Team Composition (4 pages).  
Exhibit C .....Performance and Payment Bond (7 pages).  
Exhibit D.....Insurance Requirements (2 pages).  
Exhibit E .....FEMA Required Contract Clauses (14 pages).  
Exhibit F.....FHWA Required Contract Clauses (FHWA-1272) (14 pages)

**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**

DEBRISTECH, LLC



\_\_\_\_\_  
Brooks R. Wallace, President

This 7th day of August, 2025.

**COUNTY**

LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
Leslie Campione, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2025.

ATTEST:

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

Approved as to form and legality:

\_\_\_\_\_  
Melanie Marsh  
County Attorney



**DEBRIS MONITORING SERVICES****1. SYNOPSIS OF SERVICES**

Contractor shall provide monitoring services for debris collection and debris management sites, coordinate and manage all storm debris management activities, and furnish potential solutions to Lake County with regard to its debris management plan in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Lake County Water Authority (LCWA), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs.

There is no guaranteed minimum or maximum dollar amount to be expended under the contract.

**2. TERMS AND DEFINITIONS**

The following terms and related pronouns will have the following meanings:

- 2.1. Authorized Representative – County employees or contracted individuals designated by County or County Debris Manager.
- 2.2. Chipping or Mulching – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- 2.3. Cleanup Crew – A group of individuals or an individual employed by the disaster debris collection Contractor to collect disaster debris.
- 2.4. Construction and Demolition Debris (C&D) – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
  - 2.4.1. Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
  - 2.4.2. Debris removal must be the legal responsibility of the applicant.
  - 2.4.3. Debris must be a result of the major disaster event.
- 2.5. County – Lake County, Florida
- 2.6. County Approved Final Disposal Site – a final disposal location approved in writing by County.
- 2.7. County Debris Manager – County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within County. County Debris Manager shall also include a designee to act as County Debris Manager in their absence. Also referenced as the County's Project Manager.
- 2.8. County Project Manager-County will designate a County Project Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal

**DEBRIS MONITORING SERVICES**

operations within County. County Project Manager shall also include a designee to act as County Project Manager in their absence. Also referenced as the County's Debris Manager.

- 2.9. Debris – Items and materials broken, destroyed, or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris and personal property.
- 2.10. Debris Clearance – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
- 2.11. Disaster Debris Management Site (DDMS) – A location to temporarily store, reduce, segregate or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- 2.12. Debris Monitoring – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work or is eligible for Federal or State grant reimbursement.
- 2.13. Debris Removal – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- 2.14. Debris Removal Contractor – Conducts debris removal operations per the terms of the contract. Term includes primary Contractors, sub-contractors, and individual crews.
- 2.15. Demobilization – Following the completion of services provided under the resulting contract, Contractor will remove all equipment, supplies and other associated materials involved in the services provided to County. Contractor will leave all utilized sites clean and restored to the original state as approved by County and verified through soil and groundwater samples.
- 2.16. Demolition – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- 2.17. Designated Area – Generally bounded by County line and includes public property and rights-of-way within the unincorporated areas of County that was directly affected by a debris-generating event.
- 2.18. Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- 2.19. Eligible – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by County to Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- 2.20. Emergency Debris Clearance – The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by FEMA 325 – “Public Assistance Debris Management Guide”.

**DEBRIS MONITORING SERVICES**

- 2.21. Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- 2.22. E-Waste – End of life electronics, typically televisions, computers and related components.
- 2.23. FEMA Publication 325 Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process.
  - 2.23.1. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
  - 2.23.2. Eliminating immediate threats to lives, public health and safety.
  - 2.23.3. Eliminating immediate threats of significant damage to improved public or private property.
  - 2.23.4. Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- 2.24. Field Inspector – Monitor
- 2.25. Force Account Labor – Labor performed by the applicant's permanent, full time or temporary employees.
- 2.26. Garbage – Waste that is regularly collected through County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.
- 2.27. Grinding – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- 2.28. Hangers – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
  - 2.28.1. The limb must be greater than two inches in diameter;
  - 2.28.2. The limb must be suspended in a tree and threatening a public-use area; and
  - 2.28.3. The limb must be located on improved public property.
- 2.29. Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous stumps according to FEMA Publication 325 are:
  - 2.29.1. The stump has fifty percent (50%) or more of the root-ball exposed.
  - 2.29.2. The stump is greater than twenty-four (24) inches in diameter when measured twenty- four (24) inches from the ground.
  - 2.29.3. The stump is located on a public right-of-way.
  - 2.29.4. The stump poses an immediate threat to public health and safety.
- 2.30. Hazardous Tree - A tree is considered hazardous and defined as an eligible leaner when the

## DEBRIS MONITORING SERVICES

tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- 2.30.1. Tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- 2.30.2. Tree has a split trunk or broken branches that expose the heartwood.
- 2.30.3. Tree has fallen or been uprooted within a public use area.
- 2.30.4. Tree is leaning at an angle greater than thirty (30) degrees.
- 2.31. Hazardous Waste – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
- 2.32. Hold Harmless – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
- 2.33. Household Hazardous Waste (HHW) – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:
  - 2.33.1. HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
  - 2.33.2. HHW removal must be the legal responsibility of the applicant.
  - 2.33.3. HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste shall only be collected in County with written authorization by County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.
- 2.34. Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".
- 2.35. Mulching or Chipping – See Chipping or Mulching
- 2.36. Mutual Aid Agreement – A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- 2.37. National Response Plan (NRP) – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions,

**DEBRIS MONITORING SERVICES**

policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

- 2.38. Outbuilding – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.
- 2.39. PPE – Personal Protective Equipment. May also be referred to as “Safety Gear.”
- 2.40. Recycling – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.
- 2.41. Refrigerant – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.
- 2.42. Regulated Waste – Any waste regulated by the USEPA, FDEP or local rules/ordinance.
- 2.43. Right of Entry – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.
- 2.44. Right-of-Way – The portions of land over which facilities such as highways, railroads or power lines are built including land on both sides of facility up to private property line.
- 2.45. Scale/Weigh Station – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- 2.46. TDSPF – Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Contractor for staging and processing prior to final disposal. May also be referred to as a Disaster Debris Management Site (DDMS).
- 2.47. Temporary Debris Storage and Reduction Site – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by County for the storage and reduction of disaster related debris.
- 2.48. Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- 2.49. United States Army Corps of Engineers (USACE) – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- 2.50. Vegetative Debris – As outlined in FEMA Publication 325, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
  - 2.50.1. Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way.
  - 2.50.2. Debris removal must be the legal responsibility of the applicant.
  - 2.50.3. Debris must be a result of the major disaster event.
- 2.51. Volatile Organic Compounds (VOCs) – VOCs are hydrocarbon compounds that have a low

**DEBRIS MONITORING SERVICES**

boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.

- 2.52. White Goods – As outlined in FEMA Publication 325, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. White goods can contain ozone-depleting refrigerants, mercury, or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- 2.52.1. White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
- 2.52.2. White goods removal must be the legal responsibility of the applicant.
- 2.52.3. White goods must be a result of the major disaster event.

**3. CONTRACTOR RESPONSIBILITIES**

Contractor shall:

- 3.1. Be responsible for the overall monitoring of debris removal and collection.
  - 3.1.1. This includes advocating in the County's interest and adhering to the agreed upon collection routing plan.
  - 3.1.2. This may include using measures designed to get compliance from debris Contractors/subcontractors who do not adhere to the collection plan.
  - 3.1.3. Contractor is to act as the "eyes and ears" of the County regarding monitoring services and associated disaster debris events. Contractor shall advise the County in matters where the County has a vested interest in the outcome.
- 3.2. Employ the most current federal, state, and local regulations and requirements in the performance of work under the contract.
- 3.3. Monitor the progress of debris removal Contractor(s) and recovery Contractor(s) and suggesting/implementing recommendations to improve efficiency and to speed up recovery work.
- 3.4. Be responsible for coordinating with the disaster debris Contractor(s) to devise a collection routing plan that insures a well-managed, organized, and methodical approach to debris collection, with County approval, and to ensure that plan is followed.
- 3.5. Only the most current County township maps shall be used for all debris planning and logistics.
- 3.6. Be responsible for providing aid, materials, and guidance for County press releases and electronic updates.
- 3.7. Provide trained and qualified individuals for Planning, Logistics, Recovery and Operations Sections in the County Emergency Operations Center and select Emergency Support Function staff.

**DEBRIS MONITORING SERVICES**

- 3.8. Be ready to deploy trained and competent project manager, field supervisor, and debris monitors within twenty-four (24) hours from the date of the notice to proceed issued by the County.
- 3.9. Be prepared to increase the number of debris monitors for the County to use as needed, while not exceeding any FEMA ratio restrictions for excessive monitors.
- 3.10. Acknowledge that the County may request non-industry standards be followed from time to time and may want a different approach to the collection process. The most typical example is a “hot list” that may require deviating slightly from the methodical process.
- 3.11. Contractor must provide trained monitors.
  - 3.11.1. County will not be paying for the training of monitors.
  - 3.11.2. Contractor shall bring forth any reported or witnessed cases of malfeasance by their employees, temp labor, subcontractors, or from debris removal Contractor; this includes allegations.
- 3.12. Pre-Event Requirements.
  - 3.12.1. Provide assistance in preparation for disasters through participation in meetings and workshops, and the establishment of data management and other integrated systems.
  - 3.12.2. Provide full-time County personnel with a half-day debris management training session. The training program must, at a minimum, meet the training requirement for debris monitors as outlined by current FEMA debris management guidance.
  - 3.12.3. Participate in annual workshops or planning meetings with County representative(s) and debris hauling and disposal Contractor(s) to establish/review applicable policies and procedures.
- 3.13. Post-Event Requirements
  - 3.13.1. Conduct load inspections for storm debris cleanup being performed by one or more debris hauling and disposal Contractors or County agencies.
  - 3.13.2. Supply sufficient coverage of trained debris monitors and trained field supervisors to accommodate the volume of debris to be removed at loading sites and debris management sites or final disposal sites.
  - 3.13.3. Supply one field supervisor to oversee no more than ten (10) loading and tower/site debris monitors.
  - 3.13.4. Remove and replace employees immediately upon notice from the County Project Manager for conduct or actions not in keeping with this contract.
  - 3.13.5. An independent temporary field office for the monitoring staff shall be provided by the Contractor. The office shall include telephone, computer, copier, fax, and restrooms. Designated parking spaces at the office location for the monitoring staff shall be required. County parking spaces are reserved for County personnel only and are marked as such. County buildings will not be provided to Contractor.

**4. STAFFING REQUIREMENTS****4.1. On-Site Project Manager**

**DEBRIS MONITORING SERVICES**

Contractor shall appoint a specific project manager for the overall coordination and communication with the County. If the assigned project manager cannot always be located on-site, the Contractor will assign a competent on-site operations manager who shall always remain on the jobsite during the progress of the work. The term “competent” includes the ability to clearly communicate, orally and in writing, in English. The on-site manager shall be the primary representative under this contract for the Contractor. All authorized communications given to the on-site manager by the County, and all contract-related decisions made by the on-site manager, shall be binding to the Contractor. The on-site manager shall be, always, an employee of the Contractor under its sole direction and not an employee or agent of the County. Project manager shall not be constantly interchanged. If a change occurs, it is up to the Contractor to make sure the project manager is up to date on the history of the project.

Examples of project management/process oversight tasks to be provided under this contract include but are not limited to:

- 4.1.1. Assist the County with permit applications and coordination with environmental agencies, including the environmental permitting of the Disaster Debris Management Sites and/or the Temporary Debris Management Sites.
- 4.1.2. Shall have a clear understanding of this contract’s responsibilities as well as that of the contract of the debris haulers and their responsibilities.
- 4.1.3. Assist the County with any required pre- or post- groundwater sampling.
- 4.1.4. Monitor Contractors’ compliance to permit requirements and address any noncompliance issues.
- 4.1.5. Review and validate debris removal Contractor invoices prior to submission to the County.
- 4.1.6. Coordinate and conduct daily briefings, work progress, staff, and other key items with the County.
- 4.1.7. Assisting with scheduling, dispatching, and logistical operations of the field inspectors assigned to work areas of storm debris clean-up.
- 4.1.8. Hiring, training, deploying and supervising inspectors.
- 4.1.9. Establishing daily schedules for the inspectors.
- 4.1.10. Monitoring and recording the measurement (cubic yards) of each vehicle in service.
- 4.1.11. Determining vehicle monitoring assignments and providing the necessary vehicle decals for debris collection vehicles for identification and tracking purposes. Decals shall be large enough to accommodate a minimum of four inch (4”) high letters and shall be placed in a visible location for tower monitoring. Any truck not in compliance with decals or other identifying requirements shall be reported to the County.
- 4.1.12. Tracking, coordinating, and ensuring resolution with County personnel to respond to problems in the field, including citizen complaints, related to commercial and/or residential property damage claims as a result of debris removal.
- 4.1.13. Responsible for opening/closing DDMS(s), not allowing early access and verifying



**DEBRIS MONITORING SERVICES**

all vehicles have left the disposal site at the specified time established by the County. Pre-loads will only be allowed in emergency situations, and only when authorized individually by the County.

- 4.1.14. Record the streets and locations where debris was collected. Maps shall be posted daily in a central location at the County and updated by 10:00 a.m. each business day of the progress from the previous day(s) worked.
- 4.1.15. Schedule work for all team members and Contractors on a daily basis.
- 4.1.16. Scheduling and managing field staff. This includes scouting streets for material(s) in areas that have been worked to provide information vital to planning subsequent passes. Conduct all safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles, and locations.
- 4.1.17. Scheduling and conducting periodic meetings with field staff and Contractors.
- 4.1.18. Monitor contract(s) for compliance by the debris removal Contractor(s).
- 4.1.19. Respond to and document issues concerning complaints, damages, accidents or incidents involving debris Contractors as a result of debris removal operations on both public and private property. Inform County within 24 hours if these occur. Document and inform the County of resolutions.
- 4.1.20. Address any environmental concerns, including any violations of the FDEP's debris site conditions guidelines; oversee operations to correct to the satisfaction of FDEP.
- 4.1.21. Have read and have thorough understanding of the County's Emergency Debris Removal contract.

**4.2. Debris Monitoring Field Supervisor**

Contractor will provide one (1) Debris Monitoring Field Supervisor for no more than ten (10) debris loading site debris monitors.

Services to be performed by the Debris Monitoring Field Supervisor(s) include, but are not limited to:

- 4.2.1. Overseeing and supervising loading site and disposal site debris monitoring activities.
- 4.2.2. Scheduling debris monitoring resources and deployment timing.
- 4.2.3. Communicating and coordinating with County personnel.
- 4.2.4. Providing suggestions to improve the efficiency of collection and removal of debris.
- 4.2.5. Coordinating daily activities and future planning.
- 4.2.6. Remaining in contact with debris management/dispatch center or supervisor.
- 4.2.7. Identifying, addressing, and troubleshooting any questions or problems that could affect work area safety and eligibility.
- 4.2.8. Supervising the accurate measurement of load hauling compartments and accurately computing volume capacity in cubic yards (CY).

**DEBRIS MONITORING SERVICES**

- 4.2.9. Documenting and recording measurements and computations
- 4.2.10. Documenting truck hauling compartment condition using digital photographs
- 4.2.11. Preparing a master logbook of all hauling equipment used by the County's debris removal Contractor(s)
- 4.2.12. Compiling, reconciling, and documenting daily, in an electronic spreadsheet format, all eligible debris hauled by the debris removal Contractor(s)

**4.3. Debris Monitors**

Contractor will provide trained debris monitoring personnel to oversee the loading of eligible debris at collection sites and verification of load capacity and documentation at designated temporary debris management or final disposal sites. These monitors shall inform supervisor if there are any irregularities with the process. These monitors shall be in a position to record any property damage due to the collection of debris and report promptly to a supervisor. Debris monitors specific services for each type of Debris Monitors include, but are not limited to the following:

- 4.3.1. Debris Loading Site Monitors will perform on-site, street-level debris monitoring at all Contractor loading sites to verify debris eligibility based on the monitoring contract's requirements and initiate debris removal documentation using load tickets. These monitors shall inform supervisor if there are any irregularities with the process. These monitors shall be in a position to record any property damage due to the collection of debris and report promptly to a supervisor.

**4.4. Debris Tower/Site Monitors**

- 4.4.1. Debris Tower/Site Monitors will verify estimated quantities of eligible debris hauled by Contractor trucks and documented on load tickets.

Services include, but are not limited to:

- 4.4.2. Providing trained debris monitoring personnel to accurately measure load hauling compartments and accurately compute volume capacity in CY for all Contractor trucks and trailers prior to commencement of debris hauling operations.
- 4.4.3. Documenting measurements and computations.
- 4.4.4. Completing record of contract haulers' cubic yardage and other recordkeeping as needed on the load ticket.
- 4.4.5. Initialing each load ticket before permitting trucks to proceed from the check-in area to the tipping area.
- 4.4.6. Remaining in regular contact with debris management/dispatch center or field supervisor.
- 4.4.7. Performing other duties as directed by the dispatch/staging operation, debris management project manager, or other designated personnel.
- 4.4.8. Verifying Contractor trucks are empty prior to leaving DDMS.

**4.5. Clerical/Data Entry Supervisor**

**DEBRIS MONITORING SERVICES**

Contractor will provide a clerical/data entry supervisor to coordinate data entry and information management system.

Services include, but are not limited to:

- 4.5.1. Supervising the preparation of detailed estimates and submitting them to the County debris manager.
- 4.5.2. Implementing and maintaining a disaster debris management system linking the load ticket and debris management site information, including reconciliation and photographic documentation processes.
- 4.5.3. Providing daily, weekly, or other periodic reports for the County Project Manager noting work progress and efficiency, current/revised estimates, project completion, and other schedule forecasts/updates.

**4.6. Clerical Staff/Data Entry Clerk**

Contractor will provide clerical staff/data entry clerk(s) as required to enter load ticket information into the Contractor's information management systems and to respond to specific directions from the data entry supervisor.

- 4.6.1. Obtain licenses, permits, and fees (including inspection fees) as required to comply with all laws, ordinances, regulations, and code requirements applicable to complete projects.
- 4.6.2. Be responsible for inspections, penalties, fees, or fines for projects.
- 4.6.3. Be responsible for damages caused as the result of completing projects.
- 4.6.4. Furnish all tools and equipment required (possibly cranes, lift trucks, boom trucks, cherry pickers, etc.) to complete projects timely.

**5. COLLECTION MONITORING**

- 5.1. In order to obtain FEMA or FHWA reimbursement, all loads must be monitored in the field by collection monitors. The Contractor shall establish an accurate and complete load ticket process and provide collection monitors-staff to record required FEMA or FHWA data. The Contractor shall train collection monitors to assure proper FEMA or FHWA documentation protocol requirements are instituted and followed. Contractor will adhere to remaining consistent in their interpretations of the protocols throughout the project.
- 5.2. Contractor shall provide a field quality control team consisting of one monitor per recovery crew and at least one field supervisor for every seven monitors unless otherwise approved by the County. Should the Contractor wish to utilize less than the specified field staffing, a detailed plan should be submitted to the County for review. This plan should outline areas for such a reduction of staff as well as a description of how recovery crews shall be monitored to meet FEMA or FHWA guidelines and provide adequate fraud protection for the County. Upon submission of this plan, the County will review the plan with FEMA or FHWA and provide an approval or denial of this request. This team will monitor the recovery contracts for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the County through their management team. All field team members shall be equipped with the state-of-the-art technology, which shall include cameras, computers, communication devices, and other equipment as deemed necessary and/or appropriate.

**DEBRIS MONITORING SERVICES**

- 5.3. Examples of collection monitoring tasks include but are not limited to:
- 5.3.1. Verification that all debris picked up is a direct result of the disaster.
  - 5.3.2. Verification that the Contractor is working in their assigned contract areas.
  - 5.3.3. Stopping work in progress that is not being performed or documented in the appropriate manner. Such work should be noted for non-payment.
  - 5.3.4. Inspecting work in progress to ensure that removal efforts include debris of the proper type in the proper areas. To include all piles within the proper area.
  - 5.3.5. Ensuring compliance with contracts by all Contractors/subcontractors.
  - 5.3.6. Maintain all photo documentation of recovery work on a daily basis. All photos presented shall show the description in detail of hanger, stumps and leaner removal. The team shall photograph every stump and leaner removed as well as a random sample of hanger removal activities. Take photos of start and end points, with GPS coordinates.
  - 5.3.7. Ensure that Contractor is working in compliance with all federal, state, local safety regulations appropriate for the task being performed.
  - 5.3.8. Document all incidents that occur for each collection ticket that is generated.
  - 5.3.9. Non-collected debris must be tagged by monitor with an index size card or bigger, identifying the Contractors, reason for non-collection, date and time, and County information to call with questions. Card shall be fluorescent to be easily seen and will be secured via a twist tie type of wire.

**6. LOAD TICKETS PROCESS DEVELOPMENT**

- 6.1. Contractor shall establish a load ticket process and forms to be provided to collection monitor staff for recording of FEMA or FHWA data. Load tickets should consist of multiple copied pages. The Contractor shall retain original completed tickets on behalf of the County. Additionally, the Contractor, vehicle driver, subcontractor, and the Contractor shall also receive copies of completed load tickets. Original tickets retained by the Contractor on behalf of the County shall be turned over to the County upon completion of the project.
- 6.2. If Contractor desires to use an automated load ticket or automated reporting system, the Contractor shall be responsible for verifying the system is acceptable by all Federal agencies involved in the reimbursements, and for supplying all hardware and software needed for the system. Contractor is responsible for supplying the County's Project manager access to reporting system.
- 6.3. Load tickets shall include the following information, at a minimum:
- 6.3.1. Date
  - 6.3.2. Time
  - 6.3.3. Designation of "Push", first pass, second pass and subsequent passes.
  - 6.3.4. Township Book map Page (Debris Zone) Section Number.
  - 6.3.5. Complete Street Address of Closest Property.

**DEBRIS MONITORING SERVICES**

- 6.3.6. Nearest Cross Streets Type of Debris Vehicle number Percent of volume full.
- 6.3.7. Driver name (printed) and signature.
- 6.3.8. Field monitor's name (printed) and signature.
- 6.3.9. Name of sub-Contractor.
- 6.3.10. Tower monitor's name (printed) and signature.

**6.4. Disposal Site Monitoring**

- 6.4.1. All debris collected and disposed of and certification of collection vehicles must be monitored and documented by the disposal site monitors.
- 6.4.2. Contractor shall provide disposal site monitors and spotters to observe unloading operation at the County's designated disposal sites. A minimum of two disposal site monitors are required per debris site. These staff members in conjunction with the project management team shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA or FHWA data (such as vehicle fullness, type of waste, etc.). Contractor shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a tailgate. No vehicles will be allowed to enter the disposal site without a tailgate. Disposal site monitors shall also provide verification that all debris reduction and disposal sites have access control and security. Any household hazardous waste and e-waste items shall be collected at the curbside by the County's Household Hazardous Waste Contractor through the FEMA/FHWA certification process and tracking system.
- 6.4.3. Contractor shall, through the disposal site monitoring effort, measure each vehicle that will be picking up debris for volume and certify its capacity. This vehicle shall be monitored to determine fullness, type of waste, and point of origin. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show at a minimum the following:
  - 6.4.3.1. Length
  - 6.4.3.2. Width
  - 6.4.3.3. Depth
  - 6.4.3.4. Gross volume in cubic yards
  - 6.4.3.5. Reduction areas such as wheel wells to reduce volume areas in cubic yards
  - 6.4.3.6. Net volume in cubic yards
  - 6.4.3.7. Tag number of vehicles
  - 6.4.3.8. Company vehicle number
  - 6.4.3.9. Driver of vehicle name (printed) and signature
  - 6.4.3.10. Disposal site monitor name (printed) and signature certifying vehicle
  - 6.4.3.11. Date

**DEBRIS MONITORING SERVICES**

- 6.5. All debris hauling vehicles shall be certified prior to performing debris removal. The disposal monitor shall complete a certification on each vehicle. In addition to certifying the vehicle with the forms, photographs shall be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications including photographs shall be retained by the Contractor on behalf of the County (to be returned to the County upon project completion). Additional copies shall be provided to the debris removal Contractor, the vehicle driver, and the Contractor. Once these vehicles are certified, all volumes shall be electronically verified by the Contractor within one (1) business day of the physical certification. Subsequent random verifications shall be performed once every two weeks on all vehicles, both electronically and manually by the Contractor.
- 6.6. When a debris site monitor signs a vehicle certification or load ticket, he or she is certifying that **ALL** information on the document is completed and the volumes/measurements are correct. The debris site monitor should not sign or accept any partially completed information. Only completed tickets signed by a debris monitor will be paid by the County. Debris site monitor (s) shall verify, or calibrate, his or her debris removal vehicle load determinations with the FEMA tower monitors on a daily basis. Disposal site monitors are expected to provide volume determination consistent with FEMA requirements.
- 6.7. Examples of disposal site monitoring tasks include but are not limited to:
- 6.7.1. Monitoring type of waste prior to entering disposal site.
  - 6.7.2. Ensure type of waste is disposed in proper location.
  - 6.7.3. Estimate the volume of loads on percentage basis of debris collection vehicles.
  - 6.7.4. Performing vehicle certifications.
  - 6.7.5. Ensuring the safety and security of the disposal site.
  - 6.7.6. Certifying the completeness of all load tickets that enter into the disposal site.
  - 6.7.7. Ensure only empty vehicles leave the disposal site.

**7. PUBLIC INFORMATION ASSISTANCE**

- 7.1. Contractor shall provide regular status updates to the County for public information use.
- 7.2. Contractor shall provide a public facing map to track the progress of the project. The map should include the following:
- 7.2.1. Clearly identified instructions/intent of the map
  - 7.2.2. Clearly identified legend
  - 7.2.3. Shall be updated daily
- 7.3. Contractor shall provide a minimum of two qualified staff members to assist with a large volume of public telephone inquiries and complaints, as needed. These staff members shall log all customer calls and maintain a status log toward the resolution of each call. These members may be staged at Contractor's office or call center. This decision will be made by the County at the time required.
- 7.4. Contractor shall provide the County and the debris Contractor with daily updates on the

**DEBRIS MONITORING SERVICES**

quantities of debris collected. Each daily report shall contain the following:

- 7.4.1. Contractor name
- 7.4.2. Contract number
- 7.4.3. FEMA/FHWA qualification
- 7.4.4. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled.
- 7.4.5. This report is due no later than 10:00 a.m. the following business day or as requested by the County.

- 7.5. Contractor shall provide, weekly, a colored collection status map, electronically prepared. This map shall show areas currently collected as well as areas to be collected for the upcoming week. The map is due to the County by 12:00 p.m. noon every Monday. Maps shall be provided in various sizes and quantities as determined by the County.

**8. DATABASE REPORTING**

- 8.1. The Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing disposal data into required electronic FEMA formats.
- 8.2. A single Microsoft Access database shall be created by the Contractor or a web portal and cloud-based database be available. The system must have the ability to have GIS based tracking with coordinates and all details. This database shall include all information on debris removal including but not limited to: load ticket information, vehicle certification information, stump removal information, hanger removal data, and leaner removal information and determination of pass status (i.e. push, first pass, second pass and subsequent passes. This database shall record all information to a County facility or road listed within the Lake County Master Street Addressing Guide. Any electronic reporting from this database must be provided in either Adobe or Microsoft Excel. The database created by the Contractor shall be given to the County at the conclusion of the event. Access to the database created by the Contractor will be given to the County.

**9. PAYMENT MONITORING**

- 9.1. The Contractor shall review and validate debris removal Contractor(s) invoices prior to submission to the County for processing and separating of FEMA requirements.
- 9.2. All invoices from the debris removal Contractor(s) shall be submitted to the monitoring Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the monitoring Contractor to be accepted or rejected. The Contractor shall issue in writing to the County and the debris Contractor, the acceptance or rejection of the invoices. If the invoice is rejected, the letter shall state a detailed reason for the rejection. Only 100 percent accurate and completed invoices along with all supporting documentation will be forwarded to the County for payment.

**10. OTHER RELATED SERVICES**

- 10.1. Event Closure

**DEBRIS MONITORING SERVICES**

Contractor shall assist the County in preparing final reports necessary for reimbursement by FEMA, FHWA, and other applicable agencies for disaster recovery efforts by County staff and designated debris removal Contractors. The Contractor shall assist in reviewing and processing requests for payment by the disaster debris removal Contractors.

**10.2. Federal Funding**

To ensure that processing of Federal funding is done as quickly as possible, the following information and its accuracy is the responsibility of the Contractor: invoices, monitoring information, reports, load tickets, payroll, equipment hours, certification and date of completion of first pass.

**10.3. Compliance**

The Contractor shall provide professional oversight to ensure compliance with FDEP regulations, FDOT, FHWA, LCWA, NRCS, FDOH, and FEMA reporting requirements, and any other Federal, State, or Local regulation(s). The Contractor shall stay current with FEMA, FDOT, FDEP, LCWA, NRCS, FDOH, and FHWA policies and procedures and notify the County immediately as changes occur.

**10.4. Contractor shall ensure specific compliance when required by regulation or statute with all Federal or State regulatory requirements, specifically including but not limited to, the Buy America Act, the National Environmental Act (NEPA) of 1969, 49 CFR Part 26 regarding utilization of Disadvantaged Business Enterprises (DBEs), American with Disabilities Act (ADA) of 1990, the Equal Opportunity Act, 23 USC 114 regarding prohibited use of convict labor, and all applicable regulation regarding prohibition of use of Contractors which have been suspended or debarred.****10.5. Contractor shall check work in process to make sure that the proper work authorizations, permits and other prerequisites have been received.****10.6. Contractor Reporting to the County's Project Manager**

Contractor shall contact Lake County's Project Manager, at a minimum, 24 hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within Lake County in which there is no advance notification/warning. The Contractor shall report to the designated County Project Manager within 8 hours of being given Notice to Proceed.

Note: The County shall appoint a Project Manager for each/any event and the Project Manager shall be the lead County representative during each/any event. The County Project Manager will be responsible for the management/process oversight tasks including but are not limited to the similar requirements of the Contractors Project Manager. Contractor shall get in writing permission from the County's Project Manager or designee prior to any tasks being started that shall not be eligible for reimbursement.

**10.7. Debris Sites**

The Contractor shall ensure that site field monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris sites.

**10.8. Staffing**

The Contractor shall include in the response to this RFP a management plan that will outline how the Contractor proposes to handle the services, staffing, and equipment necessary to meet the



**DEBRIS MONITORING SERVICES**

County's requirements as identified in this RFP. The Contractor shall submit a list of personnel to be used in this contract, which will include names, addresses, phone numbers, cell numbers, and driver's license numbers. Changes to the list will be pre-approved by the County. The supervising staff must speak English and be able to effectively communicate with the drivers.

10.8.1. The management staff plan shall consist of the minimum following positions:

- 10.8.1.1. Project Manager
- 10.8.1.2. Operations Manager
- 10.8.1.3. GIS Analyst
- 10.8.1.4. Field Supervisors
- 10.8.1.5. Debris Site/Tower Monitors
- 10.8.1.6. Data Entry Clerks (Load Ticket)
- 10.8.1.7. Billing and Invoice Analysts
- 10.8.1.8. Administrative Assistant
- 10.8.1.9. Field Coordinators (Crew Monitors)

10.8.2. Contractor may use other positions as necessary. All such positions and applicable hourly rates shall be listed in the cost proposal form.

10.8.3. Contractor's hourly rate must include all travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, including office space. The County shall only reimburse at the Contractor at the actual cost for office related expenses. Office related expenses shall be limited to copying and printing. A log detailing both copying and printing activities shall be submitted with each invoice. The County shall not be responsible for travel for holiday shutdowns, or other similar types of events, or for any mobilization/demobilization operations.

10.8.4. In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

10.8.5. Shutdown

10.8.5.1. The County will be shutdown for the following holidays:

- 10.8.5.1.1. New Year's Day
- 10.8.5.1.2. Memorial Day
- 10.8.5.1.3. Independence Day

## DEBRIS MONITORING SERVICES

10.8.5.1.4. Labor Day

10.8.5.1.5. Thanksgiving Day

10.8.5.1.6. Christmas Day

10.8.5.2. County may require early or partial shutdowns due to the Renaissance Fair

10.9. Liquidated Damages

Should Contractor fail to complete requirements set forth in this scope of work, County will suffer damage. The amount of damage suffered by County is difficult, if not impossible to determine at this time. Therefore, Contractor shall pay County, as liquidated damages, the following:

- 10.9.1. Contractor shall pay County, as liquidated damages, \$1000.00 per calendar day of delay to mobilize in County with the resources required to begin debris monitoring operations, within seventy-two (72) hours of being issued Notice to Proceed.
- 10.9.2. Contractor shall pay County, as liquidated damages, \$200.00 per offense of any section contained in this agreement, per day. Application of liquidated damages does not release Contractor of responsibility for adhering to this agreement.
- 10.9.3. Contractor shall acknowledge that while some processes may be considered industry standards in debris collection, the County may want to use their discretion and ask for tasks to be completed a certain way that may or may not be industry standard.
- 10.9.4. County has an interlocal agreement with several cities. Cities have the option to piggyback the County's contract and will deal exclusively through the Contractor/Contractor(s) or the cities may choose and have the County act as its agent where the County oversees their activation. In the acting as the city's agent, the Contractor and Contractor(s) will need to keep the projects separated.

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# DEBRISTECH

RSQ # 25-911

## DISASTER DEBRIS MONITORING SERVICES

Due: Thursday, May 22, 2025 at 3:00 PM

**Prepared by:**  
DebrisTech, LLC  
335 N. Monroe Street  
Tallahassee, FL 32301

**Contact:**  
Brooks Wallace, P.E.  
601-658-9598  
brooks@debristech.com

**Real-Time Data. Real-Time Recovery.**  
[www.DebrisTech.com](http://www.DebrisTech.com)



# TABLE OF CONTENTS

Table of Contents.....	2
<b>8.5.1 Vendor Profile</b>	
Statement of Interest.....	5
Firm Profile/Firm History	
Disaster Experience .....	7
Debris Highlights.....	8
<b>Florida Experience .....</b>	<b>9</b>
Firm Profile .....	10
Large Scale Projects .....	12
DebrisTech Response to FL Hurricane Helene/Milton (DR-4828/34-FL) .....	13
DebrisTech Response to Hurricane Idalia (DR-4734-FL) .....	14
DebrisTech Response to Montana Flooding (DR-4655-MT).....	15
DebrisTech Response to Hurricane Ian (DR-4673-FL).....	16
DebrisTech Response to Hurricane Maria (DR-4339-PR) .....	17
Attachment 3 - Team Composition .....	18
Attachment 7 - Combined Affidavit, Foreign Entities & Trafficking .....	19
Company Contacts.....	20
Program Manager: John McNeese .....	21
Management Team .....	22
Experience Matrix.....	23
Required Licenses .....	25
<b>8.5.2 Forms</b>	
Attachment 1 - Submittal Form .....	27
Memorandum of Authority .....	30
Attachment 4 - Reference Form .....	31
Attachment 5 - Certification Debarment and Suspension Form .....	32
Attachment 6 - Certification Drug-Free Workplace Form .....	33
Attachment 8 - Certification Regarding Lobbying .....	34
Attachment 9 - Byrd Anti-Lobbying Certification.....	35
Attachment 10 - Public Entities Crimes Statement Form.....	36



# TABLE OF CONTENTS

Sunbiz.org Registration .....	37
W-9 Form .....	39
Addenda Acknowledged .....	N/A
Proof of Insurance .....	40
 <b>8.5.3 Completed Pricing Sheet</b>	
Attachment 2 - Pricing Sheet.....	43
Attachment 3 - Team Composition Form .....	44
 <b>8.5.4 Proposed Solution</b>	
Disaster Response for Lake County.....	46
Project Phases with QA/QC.....	47
Automated Debris Management System .....	52
Industry-Leading Reports .....	53
Real-Time Data .....	55
GIS Features .....	57
Mobile Capacity .....	60
Deployable Resources .....	61
 <b>8.5.5 Financial Stability</b>	
Surety Letter .....	63
Bank Letter .....	64
 <b>8.5.6 Litigation</b> .....	66
 <b>8.5.7 Other Information</b>	
DT360.....	68
Addendum 1 .....	
Addendum 2 .....	



## 8.5.1 Vendor Profile

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# DEBRISTECH

May 13, 2025

Lake County, Florida  
Attn: Office of Procurement Services  
315 W. Main Street, Suite 416  
Tavares, FL 32778

**RE: RSQ #25-911**  
**Disaster Debris Monitoring Services**

To the Selection Committee Members of Lake County,

DebrisTech, LLC, is a full-service debris monitoring firm built upon a foundation of experience, knowledge, and technology. DebrisTech's team possesses proven experience in aiding clients in receiving their **maximum reimbursement from FEMA**. Our management team comes to the table with a combined experience of over half a century of working with FEMA, disasters, and debris removal monitoring. We believe that DebrisTech is the best debris monitoring choice for the following reasons:

**PROVEN, SCALABLE EXPERIENCE:** DebrisTech has provided debris monitoring services in response to over 300 contract activations across the United States and Puerto Rico. These range from smaller projects following localized storms to massive multi-state projects such as Hurricane Helene (2024). In response to Helene, DebrisTech mobilized simultaneously in 4 states, leading 65 projects, and onboarding over 4,000 new employees. Since our inception, DebrisTech has consistently met every contract activation, responding within 24 hours without exception.

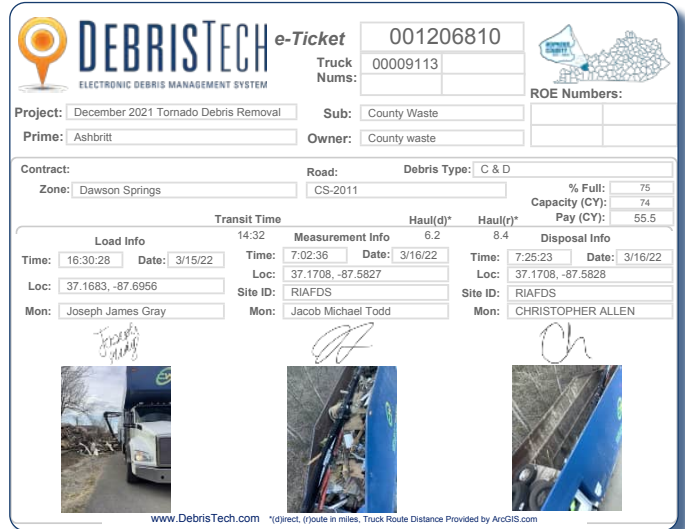
**INDUSTRY-LEADING, COST-SAVING TECHNOLOGY:** DebrisTech has the most innovative, advanced, and user-friendly Automated Debris Management System (ADMS) in the industry. ADMS reduces human error and restricts potentially fraudulent activities which are associated with paper ticket systems. DebrisTech continues to set the standard with upgraded features that lead to significant client savings. This technology results in **faster** project obligation from FEMA and **faster** reimbursement from recipients of federal funds while helping our clients impact the fraud, waste and abuse initiatives across federal, state and local governments.

DebrisTech's ADMS features allow our Supervisors and Managers to oversee debris operations in real-time and provide immediate feedback to debris monitors. Transparency is an integral feature of any monitoring process having multiple components and large-scale debris operations can have thousands of components daily. FEMA requires the Applicant to monitor all contracted debris

LAKE COUNTY



operations to ensure the quantities and work claimed are accurate and eligible. DebrisTech's ADMS is structured so that data is entered once and auto-populates all required documentation needed from project obligation to closeout. Supplemental documentation is captured and available as needed to support claimed costs. For instance, in response to changes in FEMA guidance that now requires a single photograph or video that documents the threat to the public right-of-way or improved property, DebrisTech has invested in **DT360** technology that exceeds FEMA documentation standards. Other unique features are highlighted in our **Industry-Leading Reports**.



**DEBRISTECH e-Ticket** 001206810

Truck Num: 00009113

Project: December 2021 Tornado Debris Removal Sub: County Waste

Prime: Ashbriitt Owner: County waste

Contract: Zone: Dawson Springs Road: CS-2011 Debris Type: C & D

Transit Time: 14:32 Measurement Info: 6.2 Haul(d)\*: 8.4 Haul(r)\*: 8.4

Load Info: Time: 16:30:28 Date: 3/15/22 Loc: 37.1683, -87.6956 Site ID: RIAFDS Mon: Joseph James Gray

Measurement Info: Time: 7:02:36 Date: 3/16/22 Loc: 37.1708, -87.5827 Site ID: RIAFDS Mon: Jacob Michael Todd

Disposal Info: Time: 7:25:23 Date: 3/16/22 Loc: 37.1708, -87.5828 Site ID: RIAFDS Mon: CHRISTOPHER ALLEN

Capacity (CY): 75 Pay (CY): 55.5

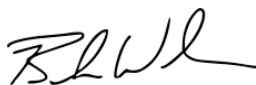
www.DebrisTech.com \*Gpsect, yroute in miles, Truck Route Distance Provided by ArcGIS.com

**SIMPLE, COMPETITIVE PRICING:** DebrisTech offers a simple and transparent pricing structure. Because our ADMS seamlessly integrates data entry and documentation, we focus our bids solely on essential field positions involved in debris monitoring operations. Unlike other systems that rely on additional personnel for data entry and administrative tasks, DebrisTech's fully automated ADMS eliminates the need for non-operational roles such as Data Entry Clerks and Administrative Assistants. These functions are inherently built into our technology, ensuring that all administrative support is absorbed by DebrisTech—not passed along to clients. This efficiency translates to lower costs, reduced overhead, and a more streamlined debris management process. By prioritizing automation and operational efficiency, DebrisTech continues to set the industry standard for cost-savings through technology-driven solutions.

**REAL-TIME DATA, FIRST-CLASS SERVICE:** All of our data is accessible via our real-time Project Dashboard, giving you essential and timely information as you oversee this contract. By building a company solely focused on debris removal monitoring, we are able to provide you with our full and undivided attention. DebrisTech acknowledges all addendums released for this solicitation. Please don't hesitate to contact me directly as the main point of contact and authorized negotiator for this proposal either by phone: **601-916-1113**, or by email: [brooks@debristech.com](mailto:brooks@debristech.com).



Thank you for your consideration,



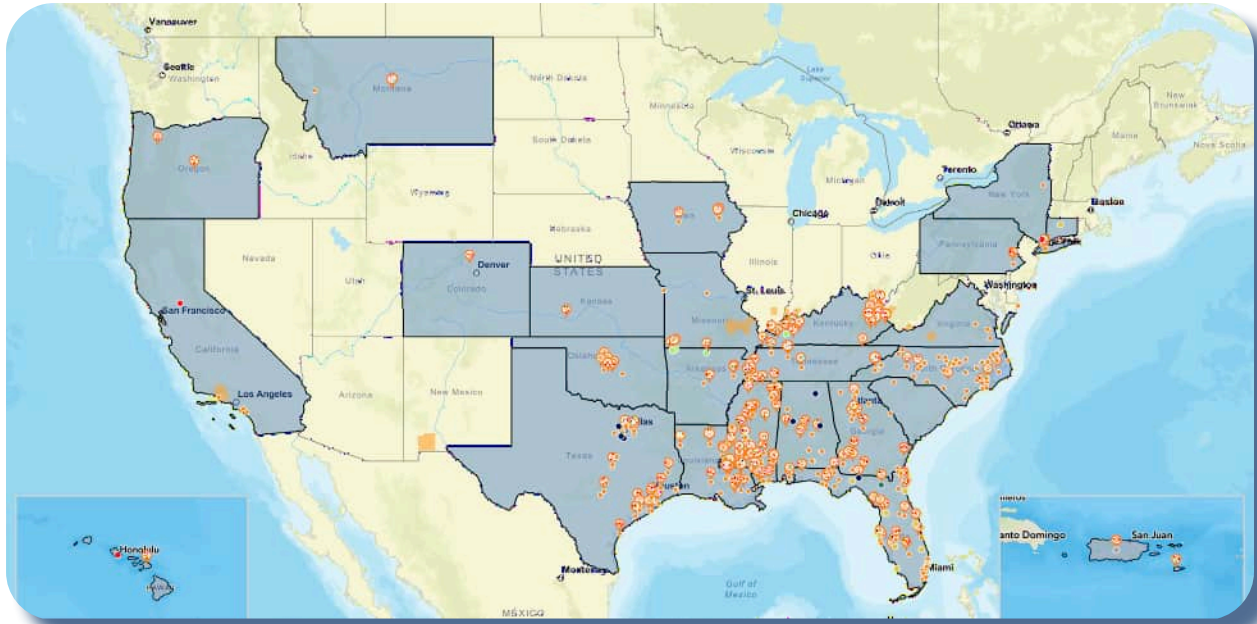
**Brooks R. Wallace, P.E.**  
**Founder and Managing Principal**





# DISASTER EXPERIENCE

Since 2010, DebrisTech has served every level of government, with over 300 project activations in response to more than 80 federally declared disasters. Below is a map showing our project locations:



Through our decades of experience and hundreds of project activations, DebrisTech has demonstrated a wide-range of special disaster recovery program documentation in addition to right-of-way debris removal:



## HAZARDOUS LIMBS/TREE REMOVAL

Memphis, TN (2022) *DR-4645-TN*  
Documented 54,063 hazardous limbs



## SIGNIFICANT CULTURAL CONSIDERATIONS

Puerto Rico (2017) *DR-4339-PR*, 1 million CY debris with significant culture protected



## PRIVATE PROPERTY/ROE WORK

Kentucky Transportation Cabinet (2022) *DR-4663-KY*, 158 ROE packets



## WATERWAYS CLEAN-UP

Montana Dis. & Em. Services *DR-4655-MT*  
143,773 CY of waterway debris documented



## FIRE DEBRIS REMOVAL MONITORING

Oregon Department of Transportation (2020) *DR-4562-OR*, 69,278 tons of debris



## BEACH RECOVERY/REMEDIATION

Jacksonville Beach, FL (2017) *DR-4337-FL*  
Hurricane Irma beach recovery/remediation



## HOUSEHOLD HAZARDOUS WASTE

Maui County, HI (2023) *DR-4724-HI*  
Assessed 1625 properties for HHW



## VESSEL AND VEHICLE RECOVERY

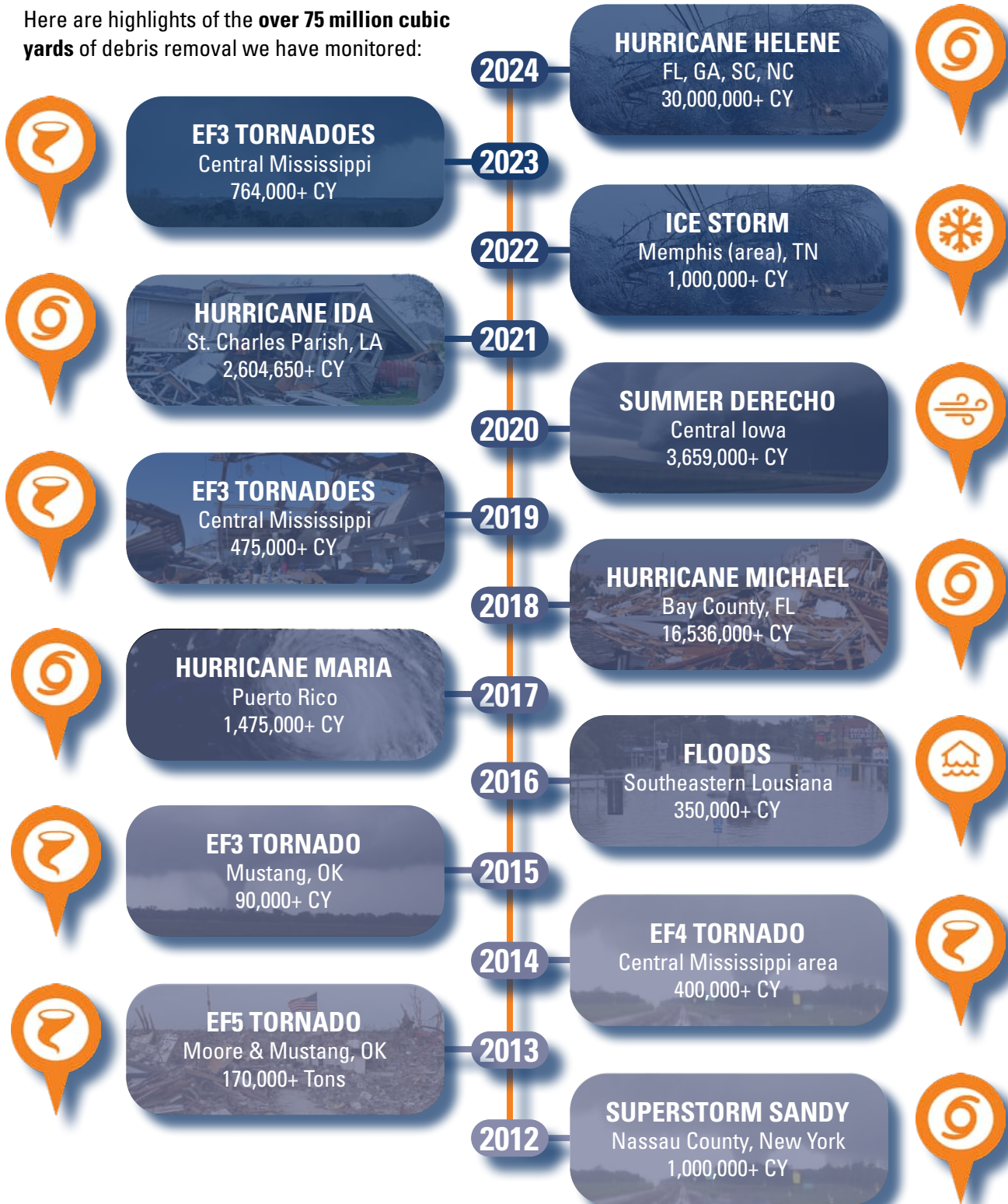
Bay County, FL (2018) *DR-4399-FL*  
10 million+ CY for Hurricane Michael

DOCUMENTING DEBRIS REMOVAL FOR MAXIMUM FEMA REIMBURSEMENT FOR LAKE COUNTY



# DEBRIS HIGHLIGHTS

Here are highlights of the **over 75 million cubic yards** of debris removal we have monitored:





# FLORIDA EXPERIENCE

Since Hurricane Matthew devastated the state of Florida in 2016, the DebrisTech team has been working in Florida to assist cities and counties by monitoring debris removal for maximum FEMA reimbursement. Since 2016, DebrisTech has responded to 7 federally declared disasters in Florida and has assisted 24 entities, including including the Florida Division of Emergency Management. Below is a list of our experience throughout Florida:



## DebrisTech Cities Served:

City of Arcadia  
 City of Atlantic Beach  
 City of Bradenton Beach  
 City of Cedar Key  
 City of Crystal River  
 City of Holmes Beach  
 City of Jacksonville Beach  
 City of Longwood  
 City of Mount Dora  
 City of Neptune Beach  
 City of Panama City  
 City of Punta Gorda  
 City of Rockledge  
 City of St. Augustine  
 City of Temple Terrace  
 Town of Longboat Key  
 Town of Yankeetown

## DebrisTech Counties Served:

Bay County  
 Citrus County  
 Clay County  
 Columbia County  
 Franklin County  
 Glades County  
 Hardee County  
 Indian River County  
 Jackson County  
 Jefferson County  
 Martin County  
 Santa Rosa County



## Other Entities Served:

Division of Emergency Management

## Federal Disasters in FL:

DR-4283-FL	2016 Hurricane Matthew
DR-4337-FL	2017 Hurricane Irma
DR-4399-FL	2018 Hurricane Michael
DR-4564-FL	2020 Hurricane Sally
DR-4673-FL	2022 Hurricane Ian
DR-4680-FL	2022 Hurricane Nicole
DR-4734-FL	2023 Hurricane Idalia
DR-4806-FL	2024 Hurricane Debby
DR-4828-FL	2024 Hurricane Helene
DR-4834-FL	2024 Hurricane Milton



## FIRM PROFILE

### DebrisTech Profile

DebrisTech is a firm exclusively built to service the needs of debris monitoring for Clients throughout the United States. This singular focus as a firm has allowed DebrisTech to leverage all of its talent, energy and resources into creating a technologically innovative, ever-improving, completely customizable ADMS to fit every Client's unique needs. DebrisTech takes pride in cultivating personal, lasting relationships with our Clients. DebrisTech is committed to providing the detail, attention and service that is second to none.

DebrisTech's monitoring procedures maintain compliance with the most up-to-date FEMA rules and publications. This includes strict adherence to the Public Assistance Program and Policy Guide (PAPPG) v.4 (June 2020), Public Assistance Debris Monitoring Guide (March 2021), and Public Assistance: Category A - Debris Removal including Private Property Debris (May 2023).

The core components of DebrisTech's monitoring approach are as follows:



#### PLANNING

DebrisTech plays a vital role in disaster preparedness by crafting Debris Management Plans that are customized to each Client's unique requirements while adhering to Federal, State, and Local regulations. This tailored approach ensures that Clients are well-prepared for efficient and effective debris recovery efforts. This process promotes seamless coordination and communication among stakeholders.



#### RESPONSE

DebrisTech is committed to swift and efficient response times. Upon notification, we pledge to deploy an appropriate number of personnel and qualified professionals to begin the monitoring process within 24 hours.





## FIRM PROFILE



### OPERATIONS

Debris removal monitoring is a very engaged process requiring focus and understanding of many areas of operation and federal guidelines. DebrisTech fully understands that these areas include:

- Understanding of removal contracts and reimbursements
- Accurate and objective estimation of debris quantities
- Understanding of all phases of debris management operations
- Knowledge of loading sites, DMSs, and final disposition sites
- Accurate differentiation of debris types
- Adherence to and understanding of site safety procedures
- Effective and efficient communication
- Experience and knowledge of construction machinery



### CONTRACT MANAGEMENT

DebrisTech possesses an extensive and distinguished track record in the effective management of debris removal contracts for a variety of events spanning the nation. Our accomplished Project Management team at DebrisTech collaboratively engages with debris removal contractors of all sizes, consistently upholding a high standard of professionalism through transparent and highly effective communication channels.



### QUALITY ASSURANCE/QUALITY CONTROL

DebrisTech includes QA/QC processes in every step of our operations. Throughout this document you will see the QA/QC icon that indicates the specific QA/QC process for the described step. DebrisTech's QA/QC methodology is that real-time feedback allows managers to monitor data collection before small issues turn into large issues. Daily reconciliation with debris removal contractors results in timely and accurate reporting, invoicing, reimbursement, and closeout.



## LARGE SCALE PROJECTS

DebrisTech has the capacity and experience to handle large-scale disaster events as necessary. Below are the DebrisTech projects where the total amount of debris monitored exceeded 1 million cubic yards.

EVENT	CLIENT	TOTAL CUBIC YARDS	YEAR
<b>HURRICANE HELENE (DR-4830-GA)</b>	Columbia County, GA	<b>5,161,448</b>	2024
<b>HURRICANE HELENE (DR-4830-GA)</b>	Coffee County, GA	<b>3,913,998</b>	2024
<b>HURRICANE HELENE (DR-4830-GA)</b>	Toombs County, GA	<b>3,509,759</b>	2024
<b>HURRICANE HELENE (DR-4830-GA)</b>	Jeff Davis County, GA	<b>2,475,220</b>	2024
<b>HURRICANE HELENE (DR-4830-GA)</b>	Spartanburg County, SC	<b>1,433,000</b>	2024
<b>HURRICANE HELENE (DR-4830-GA)</b>	Appling County, GA	<b>1,076,614</b>	2024
<b>TORNADO (DR-4788-AR)</b>	City of Rogers, AR	<b>1,130,313</b>	2024
<b>HURRICANE IDA (DR-4611-LA)</b>	St. Charles Parish, LA	<b>1,679,829</b>	2021
<b>DERECHO (DR-4557-IA)</b>	City of Cedar Rapids, IA	<b>4,618,442</b>	2020
<b>DERECHO (DR-4557-IA)</b>	City of Marion, IA	<b>1,114,546</b>	2020
<b>HURRICANE MICHAEL (DR-4399-FL)</b>	City of Panama City, FL	<b>5,843,262</b>	2018
<b>HURRICANE MICHAEL (DR-4399-FL)</b>	Bay County, FL	<b>10,442,409</b>	2017
<b>HURRICANE MARIA (DR-4339-PR)</b>	Dept of Transportation and Public Works, Puerto Rico	<b>1,475,332</b>	2017

In addition to large scale projects, DebrisTech has demonstrated experience with state-level clients:



**Mississippi Emergency  
Management Agency**



**Montana Disaster and  
Emergency Services**



**North Carolina Department  
of Public Safety**



**Florida Division of  
Emergency Management**



**Puerto Rico Department of  
Transportation and Public Works**

DOCUMENTING DEBRIS REMOVAL FOR **MAXIMUM FEMA REIMBURSEMENT FOR LAKE COUNTY**

## FL HELENE/MILTON (DR-4828/4834-FL)



Hurricane Helene was a deadly and devastating tropical cyclone that caused widespread catastrophic damage and numerous fatalities across the Southeastern United States in late September 2024. It was the strongest hurricane on record to strike the Big Bend region of Florida and the deadliest to strike the mainland U.S. since Katrina in 2005. Hurricane Milton was an extremely powerful and destructive tropical cyclone which in 2024 became the most intense Atlantic hurricane ever recorded over the Gulf of Mexico. Milton made landfall on the west coast of the U.S. state of Florida, less than two weeks after Hurricane Helene devastated the state's Big Bend region.

In response to Hurricanes Helene and Milton, DebrisTech activated simultaneously for 8 counties and 8 cities, not including 50+ contract activations in Georgia and North Carolina. Throughout Florida DebrisTech onboarded over 326 debris monitors to document over 1.5 million CY of debris removal across 17 projects. DebrisTech responsibilities included monitoring debris removal from right-of-ways as well as hazardous trees and limbs. DebrisTech also partnered with the Florida Division of Emergency Management to document pre- and post-disaster conditions of Florida beaches impacted by Hurricanes Helene and Milton.

**DT248 - City of Cedar Key, FL - 56,300 CY**

**DT270 - City of Bradenton Beach, FL - 32,500 CY**

**DT251 - Columbia County, FL - 217,200 CY**

**DT292 - City of Temple Terrace, FL - 148,500 CY, 184 limbs/trees**

**DT253 - Jefferson County, FL - 480,300 CY, 8,696 limbs/trees**

**DT297 - City of Mount Dora, FL - 20,400 CY, 349 limbs/trees**

**DT257 - Clay County, FL - 16,600 CY**

**DT299 - Hardee County, FL - 80,000 CY**

**DT258 - Franklin County, FL - 3,400 CY**

**DT300 - City of Longwood, FL - 10,400 CY, 113 limbs/trees**

**DT261 - City of Longboat Key, FL - 66,800 CY, 169 limbs/trees**

**DT301 - Indian River County, FL - 66,000 CY**

**DT262 - City of Holmes Beach, FL - 169,900 CY**

**DT303 - Citrus County, FL - 84,100 CY**

**DT263 - Citrus County, FL - 6,800 CY**

**DT304 - Martin County, FL - 27,200 CY**

**DT264 - City of Crystal River, FL - 3,000 CY**

# HURRICANE IDALIA (DR-4734-FL)



Hurricane Idalia was a powerful and destructive Category 4 hurricane that caused significant damage across parts of the southeastern United States, especially in North Florida, in late August 2023. It underwent rapid intensification, briefly becoming a Category 4 hurricane prior to making landfall in the Big Bend region of Florida at Category 3 strength on August 30. Idalia remained a hurricane as it moved through Northern Florida and crossed into Southeast Georgia.

Idalia caused significant damage to thousands of homes, businesses, and other infrastructure along its inland path, primarily in Florida, where winds and the resulting floodwaters were highest. Its storm surge was record-breaking from the Big Bend region south to Tampa Bay. Early estimates placed insured losses at \$2.2–5 billion. DebrisTech deployed to eight Clients simultaneously within 24 hours of a Notice to Proceed, monitoring (to date) over 315k CY of debris, over 30k hazardous trees and limbs and deploying 289 field monitors to fully staff all projects.

**DT204 - Jefferson County, FL - 36,900 CY** POC: Shannon Metty, County Manager, (850) 997-3083

**DT205 - Crystal River, FL - 17,500 CY** POC: Douglas Baker, City Manager, (352) 795-4216

**DT206 - Citrus County, FL - 39,900 CY** POC: James Sterling, Public Works, (352) 527-7610

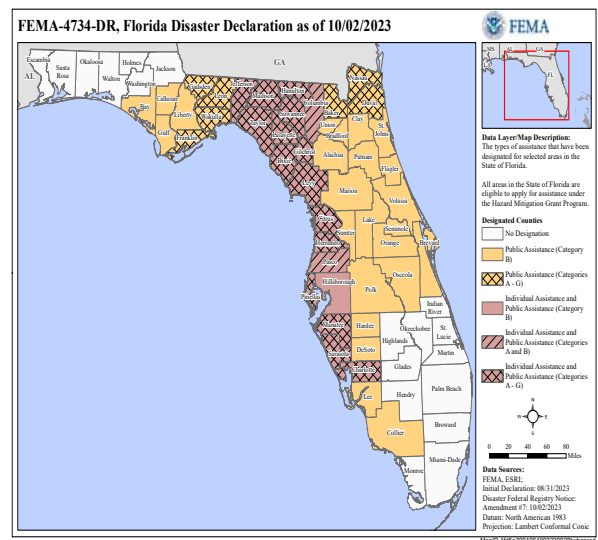
**DT207 - Cedar Key, FL - 30,600 CY** POC: Heath Davis, Mayor, (352) 543-5132

**DT208 - Brooks County, GA - 112,200 CY** POC: Jessica McKinney, County Manager, (229) 263-5561

**DT209 - Columbia County, FL - 52,700 CY** POC: David Kraus, County Manager, (386) 758-1005

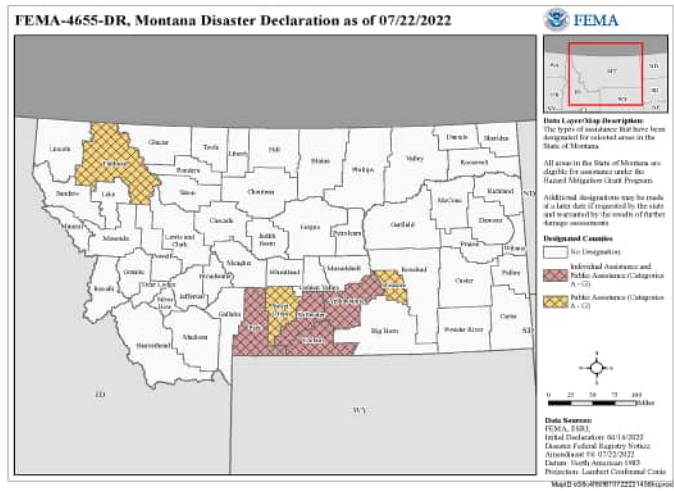
**DT211 - Yankeetown, FL - 7,800 CY** POC: William Ary, Town Manager, (352) 447-2511

**DT212 - Clinch County, GA - 17,200 CY** POC: Jaclyn James, County Manager, (912) 487-2667





# MT FLOODING (DR-4655-MT)



DebrisTech was contracted by Montana Disaster and Emergency Services as a result of the flood in July 2022. The scope of work included the removal of excess rock/sediment, vegetative debris, c&d debris that posed a threat to public infrastructure or safety from the rivers within Park, Stillwater, Carbon and Yellowstone counties.

After permits were executed from DEQ, EHP and Montana Fish Wildlife and Parks, debris was removed from the rivers and compiled at established pack out sites. Vegetative debris

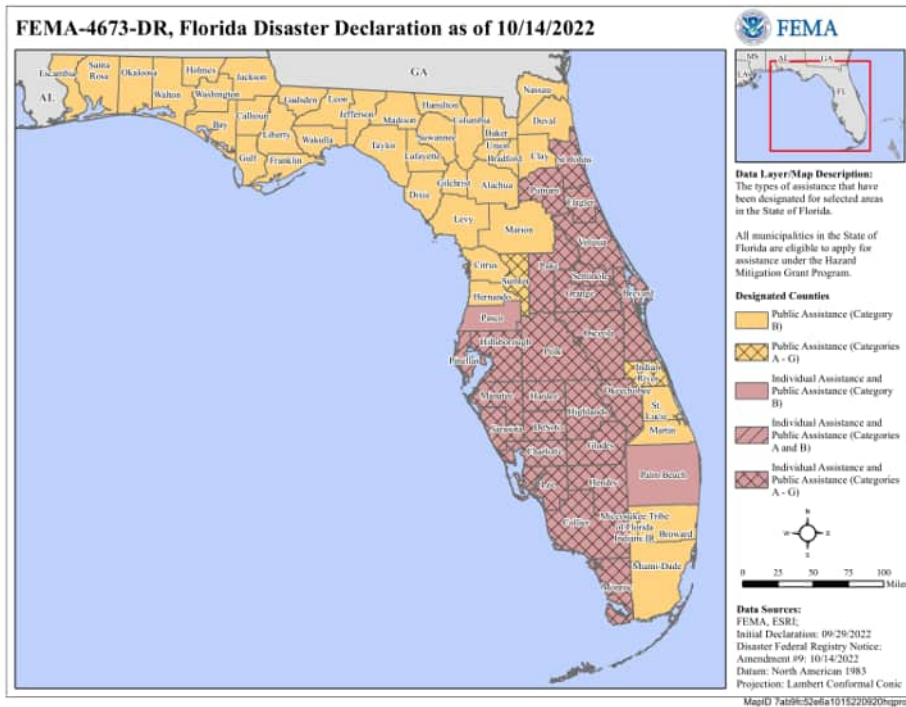
was transported to temporary debris management sites where the material was quantified and burned. Ash was then hauled to a final disposal location. C&D material was taken to temporary debris management sites, quantified, reduced and hauled to a permanent landfill. Rock and sediment had a similar removal process yet material was weighed at a certified scales and the final disposal site were various quarries in Carbon County near the city of Red Lodge.

All debris was tracked from “cradle to grave” establishing GPS coordinates with time stamps and pictures to ensure that the work done was inside the parameters of the project area. A review of each load of debris was done in “real time” to ensure eligibility and integrity were held to the upmost standards.

**DT184 - MT DES - 143,773.1 CY** POC: Jake Ganieany, Bureau Chief of Recovery and Mitigation (406) 417-9234



# HURRICANE IAN (DR-4673-FL)



In response to Hurricane Ian DebrisTech met all its own contractual obligations and contracted with Landfall Strategies to fulfill their obligations across the state of Florida. During this recovery process the DebrisTech ADMS was used to simultaneously document the removal of nearly 750,000 cy of debris and track the hours of 200+ monitors.

**DT154 - City of Longwood - 18,795 CY** Greg Kirby, Purchasing Manager, gkirby@longwoodfl.org

**DT155 - City of Punta Gorda - 224,056 CY** Bryan Clemons, Public Works, bclemons@cityofpuntagordafl.com

**DT156 - City of Arcadia - 115,139 CY** Steve Underwood, Public Works, sunderwood@arcadia-fl.gov

**DT157 - Hardee County - 308,453 CY** Chris Simpron, Public Works, christopher.simpron@hardeecounty.net

**DT158 - City of Rockledge - 362 CY** Victor Karycki, Public Works, vkaryckipw@cityofrockledge.org

**DT159 - Town of Longboat Key - 29,510 CY** Kari Kennedy, Procurement Manager kkennedy@longboatkey.org

**DT160 - City of Holmes Beach - 10,347 CY** Matt McDonough, Development Sv, bdadministrator@holmesbeachfl.org

**DT161 - City of St. Augustine - 6,267 CY** Reuben Franklin, Public Works, PublicWorks@citystaug.com

**DT162 - Indian River County - 11,996 CY** Richard Szyrka Public Works Director, rszyrka@ircgov.com

**DT163 - Glades County - 8,992 CY** Marrisia Shiver EM Director, mshiver@myglades.com



# DEBRISTECH

REAL-TIME DATA. REAL-TIME RECOVERY.

www.DebrisTech.com  
601-658-9598

## DISASTER DEBRIS MONITORING EXPERIENCE WITH HURRICANE MARIA

On September 20, 2017, Puerto Rico was assaulted by the tenth most intense storm recorded in the Atlantic Ocean. Hurricane Maria swept across the entire island leaving devastation in its wake. That record-setting hurricane left more than 90% of the island in the dark with a debris field that encompassed all of Puerto Rico.



DebrisTech was selected to monitor the debris removal from the East and the North DTOP zones. These zones experienced the first effects of the destructive waves and winds brought on by Maria. Utilizing DebrisTech's ADMS to monitor and record the Contractor's activities, the local government was able to manage the recovery process and ensure the protection of endangered species in these zones with access to real-time information.

**1,303,358.2 CY**

Vegetative Debris  
Monitored  
and Documented

**78,358.7 CY**

C&D Debris  
Monitored  
and Documented

**300**

Debris Removal/  
Trimming Crews

**8**

Disposal Sites  
in Operation



DebrisTech was contracted by the **Departamento de Recreación y Deportes** to monitor the removal of the debris from all 325+ parks, sports fields and national parks throughout Puerto Rico. In March of 2021 DebrisTech monitored the removal of debris from the world famous **Parque Nacional de las Cavernas del Río Camuy**, allowing it to reopen to the public.



DebrisTech also contracted with the **Autoridad Acueductos y Alcantarillados de Puerto Rico**. This agency serves a critical need in Puerto Rico by providing quality water and sewer service. DebrisTech monitored the debris removal from its infrastructure and facilities (including pump stations and aqueduct facilities), allowing service to be restored quickly. **DebrisTech is proud to partner with and serve Puerto Rico.**

## ATTACHMENT 3, FILLABLE POSITIONS, WAITING ON PRICES





**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) Debra McCormick, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Chief Administrative Officer of (Business Name) DebrisTech, 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 9th day of May, 2025.

BY:

  
Signature of Affiant

Debra McCormick

Printed Name

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 9th day of May, 2025, by Debra McCormick, who is ☒ personally known to me or ☐ has produced identification (type): \_\_\_\_\_.

  
(Notary Signature)

(SEAL)





## COMPANY CONTACTS

The authorized contract negotiators for this project are:



**Brooks Wallace, Founder and Managing Principal**

923 Goodyear Blvd., Picayune MS 39466

Phone: 601-916-1113 (cell)

Email: brooks@debristech.com



**Debra McCormick, Chief Administrative Officer**

923 Goodyear Blvd., Picayune MS 39466

Phone: 601-658-9598

Email: debra@debristech.com



Key Personnel Information and Points of Contact for DebrisTech:

**Buck Dickinson, Regional Manager and Public Assistance Director**

335 N. Monroe St., Tallahassee FL, 32301

Phone: 601-658-9598

Email: bdickinson@debristech.com



**John McNeese, Executive Vice President and Project Manager**

923 Goodyear Blvd., Picayune MS 39466

Phone: 601-658-9598

Email: jmcneese@debristech.com

# JOHN MCNEESE, Project Manager

[jmcneese@debristech.com](mailto:jmcneese@debristech.com)



John McNeese is an Executive Vice President and has been working with the DebrisTech management team since 2012. He began as an instrumental part in leading the recovery efforts in Moore, Ok following the aftermath of one of the most devastating tornadoes in US history.

Having an extensive background in communications, cost evaluation and construction, John excelled as a liaison between the client and contractor, aiding in the reimbursement process involved with federal funding. Prior to DebrisTech, John had been involved in recovery efforts as a debris contractor following Hurricane Katrina in 2005 and a project manager during the BP Oil Spill in 2010. Both of these events are considered two of the most historically devastating disasters along the Mississippi Gulf Coast.

Mr. McNeese has since served as a project manager in Puerto Rico following Hurricane Maria, overseeing more than 450 employees and approximately 100 million dollars in debris removal costs. He is currently serving as a project manager for DebrisTech in Mississippi, following a series of devastating storms.

## Experience

DebrisTech, LLC  
Project Manager - 2012 - Present

Wallace Environmental  
Project Manager - 2010-2011

TL Wallace Construction  
2010 - Project Manager

Holiday Construction  
Project Manager - Equipment Operator - 2005-2006

## Education

University of Mississippi  
Bachelor of Science, University Studies

## Disasters Worked

2023 DR-4738-GA Hurricane Idalia  
2023 DR-4734-FL Hurricane Idalia  
2023 DR-4698-AR Tornadoes  
2022 DR-4655-MT Flooding  
2022 DR-4637-TN Severe Storms, Tornadoes, Straightline Winds, And Flooding  
2021 4630-DR-KY Tornadoes  
2021 DR-4626-MS Hurricane Ida  
2021 DR-4618-PA Hurricane Ida  
2021 DR-4611-LA-Hurricane Ida  
2020 DR-4562-OR-Wildfires and Straight-Line Winds  
2021 DR-4598-MS-Severe Winter Storms  
2021DR-4592-KY Ice Storms  
2020 DR-4576-MS Hurricane Zeta  
2020 DR-4579-GA Tropical storm Zeta  
2020 DR-4563-AL Hurricane Sally  
2020 DR-4654-FL Hurricane Sally  
2020 DR-4557-IA Iowa Severe Storms - Derecho  
2020 EM-3530 Texas Hurricane Hanna  
2020 EM-3527 Louisiana Tropical Storm Cristobal  
2020 DR-4551 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding  
2020 DR-4536 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding  
2020 DR-4478 Mississippi Severe Storms, Tornadoes, Straight-line Winds, And Flooding  
2020 DR-4476 Tennessee Severe Storms, Tornadoes, Straight-line Winds, And Flooding  
2020 DR-4528 Mississippi Covid-19 Pandemic  
2019 DR-4470 Mississippi Severe Storms  
2019 EF1 Tornado Dallas, TX  
2019 DR-4465 Hurricane Dorian



# AVAILABLE STAFF

## MANAGEMENT TEAM

In the event of a contract activation, DebrisTech has a large and highly-trained Management Team available for immediate deployment. The Experience Matrix on the following pages details our extensive experience.

### Principals

Brooks Wallace  
Jeff Dungan  
Ryan Holmes  
Lee Mock  
Les Dungan

### Regional Managers

John McNeese  
Dennis Cruthirds  
Tyler Williamson  
Buck Dickinson

### Project Managers

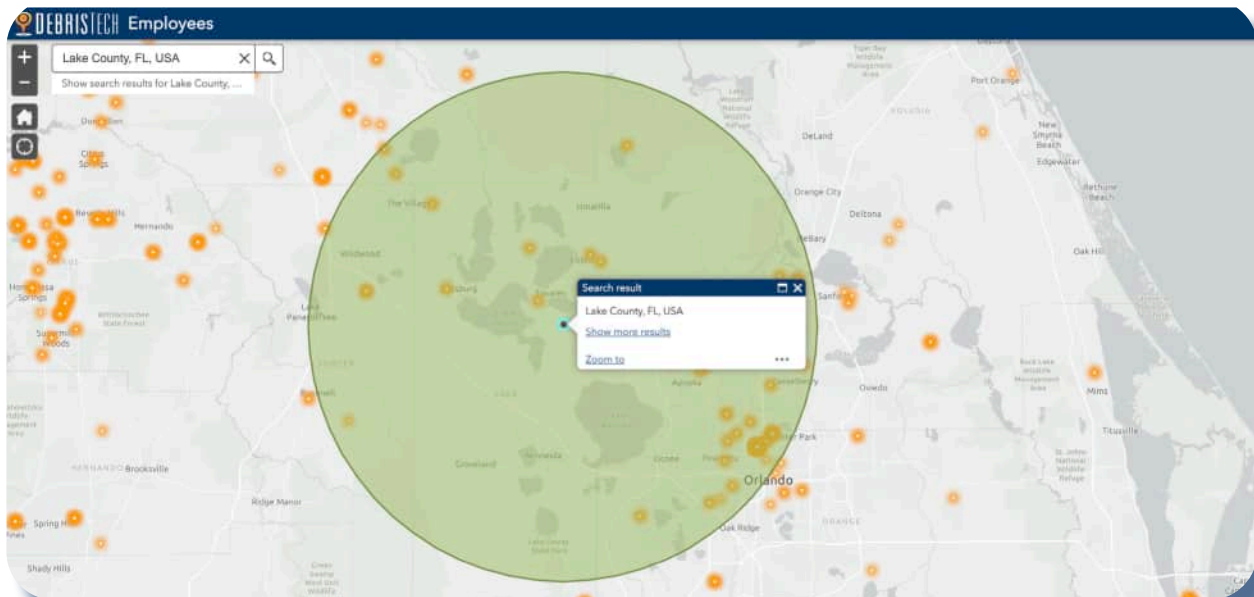
Ivan Ramos  
Robert Ellis  
William Harrison  
Sandra Austin  
Josh Daffern  
Heath Johnson  
Kelly Copp  
Bobby Odom  
Hill Johnson  
Tracey Jordan  
Chris Arthur

### Operations Managers

Leslie Carmadelle  
Hayden Bryant  
Abbie Cruthirds  
Hunter Austin  
Jason Harrison  
Will Jordan  
Kayla Ulmer  
Dalton Cruthirds  
Joseph Genarella  
Brandy Hedgman  
Rianna Stryjewski  
Angelia Cruthirds

## NEARBY TRAINED PERSONNEL

Additionally, DebrisTech has **161** trained debris monitors within a 25 mile radius of Lake County, FL, available for deployment upon a Notice to Proceed.







# EXPERIENCE MATRIX

<div><div></div><div>SENIOR MANAGEMENT</div></div> <div><div></div><div>PROJECT MANAGEMENT</div></div> <div><div></div><div>OPERATIONS MANAGEMENT</div></div>	Brooks Wallace	John McNeese	Dennis Cruthirds	Tyler Williamson	Buck Dickinson	Daniel Baxter	William Harrison	Robert Ellis	Heath Johnson	Andra Jones	Kelly Copp	Bobby Odom	Sandra Austin	Hill Johnson	Tracey Jordan	Josh Daffern	Chris Arthur	Angelia Cruthirds	Leslie Carmadelle	Hayden Bryan	Jason Harrison	Kayla Ulmer	Abbie Cruthirds	Brandy Hedgman	Joseph Genarella	Melissa Sargent	Dalton Cruthirds	Brett Ulmer	Porter Wilks	Maria Nolan	Rhiannon Stryjewski	
2023 DR-4748-AR Tornado																																
2023 DR-4738-GA H. Idalia																																
2023 DR-4735-TN Winds																																
2023 DR-4734-FL H. Idalia																																
2023 DR-4729-TN winds																																
2023 DR-4727-MS Tornado																																
2023 DR-4724-HI Wildfires																																
2023 DR-4706-OK Tornado																																
2023 DR-4702-KY Winds																																
2023 DR-4701-TN Winds																																
2023 DR-4698-AR Tornado																																
2023 DR-4697-MS Tornado																																
2023 DR-4685-GA Tornado																																
2023 DR-4684-AL Tornado																																
2022 DR-4680-FL H. Nicole																																
2022 DR-4673-FL H. Ian																																
2022 DR-4671-PR H. Fiona																																
2022 DR-4663-KY Flood																																
2022 DR-4655-MT Flood																																
2022 DR-4645-TN Ice																																
2022 DR-4637-TN Tornado																																
2022 DR-4634-CO Fire																																
2022 DR-4630-KY Tornado																																
2022 DR-4626-MS H. Ida																																
2021 DR-4618-PA H. Ida																																
2021 DR-4617-NC TS Fred																																
2021 DR-4611-LA H. Ida																																
2021 DR-4609-TN Flood																																
2021 DR-4598-MS Ice																																
2021 DR-4595-KY Ice																																
2020 DR-4579-GA H. Zeta																																
2020 DR-4576-MS H. Zeta																																
2020 DR-4575-OK Ice																																
2020 DR-4573-AL H. Zeta																																
2020 DR-4572-TX H. Laura																																
2020 DR-4570-LA H. Delta																																
2020 DR-4564-FL H. Sally																																



# EXPERIENCE MATRIX

	SENIOR MANAGEMENT			PROJECT MANAGEMENT																	OPERATIONS MANAGEMENT																
	Brooks Wallace	John McNeese	Dennis Cruthirds	Tyler Williamson	Buck Dickinson	Daniel Baxter	William Harrison	Robert Ellis	Heath Johnson	Andra Jones	Kelly Copp	Bobby Odom	Sandra Austin	Hill Johnson	Matthew George	Cody Thornhill	Hunter Austin	Dalton Austin	Leslie Carmadelle	Andrea Baker	Jason Harrison	Herman Dungan	Abbie Cruthirds	Brandy Hedgman	Toi McClinton	Jennifer Lopardo	Dalton Cruthirds	John Lopardo	Will Allen	Caleb Fortenberry	Cole Johnson						
2020 DR-4563-AL H. Sally																																					
2020 DR-4562-OR Wildfires																																					
2020 DR-4559-LA H. Laura																																					
2020 DR-4557-IA Derecho																																					
2020 DR-4551-MS Tornado																																					
2020 DR-4550-TN Tornado																																					
2020 DR-4536-MS Tornado																																					
2020 DR-4528-MS Covid																																					
2019 DR-4471-TN Winds																																					
2019 DR-4470-MS Winds																																					
2019 DR-4465-NC H. Dorian																																					
2019 DR-4450-MS Tornado																																					
2019 DR-4439-OK Tornado																																					
2019 DR-4429-MS Tornado																																					
2018 DR-4406-AL H. Michael																																					
2018 DR-4400-GA H. Michael																																					
2018 DR-4399-FL H. Michael																																					
2018 DR-4393-NC H. Florence																																					
2017 DR-4339-PR H. Maria																																					
2017 DR-4338-GA H. Irma																																					
2017 DR-4337-FL H. Irma																																					
2017 DR-4332-TX H. Harvey																																					
2017 DR-4320-TN Winds																																					
2017 DR-4314-MS Tornado																																					
2017 DR-4303-KS Ice																																					
2017 DR-4295-MS Tornado																																					
2016 DR-4284-GA H. Matthew																																					
2016 DR-4283-FL H. Matthew																																					
2016 DR-4277-LA Floods																																					
2016 DR-4263-LA Floods																																					
2016 DR-4248-MS Tornado																																					
2015 DR-4222-OK Tornado																																					
2015 DR-4205-MS Tornado																																					
2014 DR-4175-MS Tornado																																					
2013 DR-4117-OK Tornado																																					
2012 DR-4085-NY H. Sandy																																					
2012 DR-4081-MS H. Isaac																																					

# *State of Florida*

## *Department of State*

I certify from the records of this office that DEBRISTECH, LLC is a Mississippi limited liability company authorized to transact business in the State of Florida, qualified on May 18, 2016.

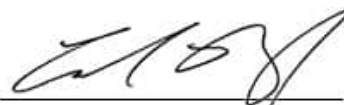
The document number of this limited liability company is M16000003962.

I further certify that said limited liability company has paid all fees due this office through December 31, 2023, that its most recent annual report was filed on March 1, 2023, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-first day of August,  
2023*



  
*Secretary of State*

Tracking Number: 3701541086CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>



## 8.5.2 Forms

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# DEBRISTECH

## ATTACHMENT 1 – SUBMITTAL FORM

25-911

The undersigned hereby declares: DebrisTech, 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 provide **Disaster Debris Monitoring 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 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.

**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. N/A

**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



**ATTACHMENT 1 – SUBMITTAL FORM****25-911**

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) not applicable not applicable and enter OSD Certification Number N/A and enter effective date N/A to date N/A

**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**

9.1. A contract award expected to equal or exceed \$25,000 or a contract award at any tier for a federally required audit (irrespective of the contract amount) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180. The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a) checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

Registration or search can be conducted here: [SAM Directory and Registration website](#)

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): FHEBJMZUJ31

**10.0 LOCAL VENDOR PREFERENCE – N/A****11.0 GENERAL VENDOR INFORMATION**

Firm Name: DebrisTech, LLC

**ATTACHMENT 1 – SUBMITTAL FORM****25-911**

Street Address: 923 Goodyear Boulevard

City: Picayune State and ZIP Code: MS, 39466

Mailing Address (if different): N/A

Telephone: 601-658-9598

Purchase Order Email Address: dbaxter@debristech.com

Federal Identification Number / TIN: 27-3362906

**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:

Date: 5/9/2025

Print Name: Debra McCormick

Title: Chief Administrative Officer

Primary E-mail Address: debra@debristech.com

Secondary E-mail Address: N/A

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.

*[The remainder of this page is intentionally blank]*



**MEMORANDUM OF ACTIONS BY  
THE MANAGER OF DEBRISTECH, LLC**

The following resolutions have been adopted by the Manager of DebrisTech, LLC, a Mississippi limited liability company (the "Company"), as evidence by the signature of the Manager of the Company affixed to this Memorandum, effective as of the 14th day of March, 2024:

Appointment of Authorized Representative:

WHEREAS, Section 5.2 of the Limited Liability Company Agreement of the Company authorizes the Manager to do and perform all other acts as may be necessary or appropriate to the conduct of the Company's business.

RESOLVED: That it would be in the best interest of the Company and its Manager to appoint an authorized representative of the Company to sign responses to certain "Requests for Proposals" ("RFPs") on behalf of the Company in the absence of the Manager and perform such other duties in connection therewith.

RESOLVED: That Debra McCormick is hereby appointed by the Manager to serve as an authorized representative of the Company for the purpose of signing responses to RFPs on behalf of the Company until such authority is revoked by the Manager.

THE UNDERSIGNED MANAGER, BEING THE SOLE MANAGER OF DEBRISTECH, LLC, DOES HEREBY EXPRESSLY RATIFY AND APPROVE THE FOREGOING ACTIONS EFFECTIVE AS OF MARCH 14, 2024.

BROOKS R. WALLACE  
Sole Manager





## ATTACHMENT 4 – REFERENCES FORM

25-911

Submit a minimum of three verifiable references for projects completed within five years similar in magnitude to the Solicitation. LIST no more than two LAKE COUNTY GOVERNMENT PROJECTS (past, current, prime, and subcontractor) FIRST. No FDOT references.

---

DebrisTech, LLC

Client: **Jefferson County, FL**  
Debris Quantity: 64,700+ CY  
Project Dates: Sep-Nov 2023

Contact: **Shannon Metty**, County Manager  
Contact Info: 850-997-3083, smetty@jeffersoncountyfl.gov  
1484 S. Jefferson St., Monticello, FL 32344

Client: **City of Cedar Key, FL**  
Debris Quantity: 30,600+ CY  
Project Dates: Sep-Oct 2023

Contact: **Robert Robinson**, Emergency Management Director  
Contact Info: 352-543-5192, rrobinson@cedarkeyfl.us  
489 1st Street, Cedar Key, FL 32625

Client: **City of Holmes Beach**  
Debris Quantity: 10,300+ CY  
Project Dates: Sep-Oct 2022

Contact: **Sage Kamiya**, Superintendant of Public Works  
Contact Info: 941-708-5768 ext. 245, skamiya@holmesbeachfl.org  
5801 Marina Drive, Holmes Beach, FL 34217

Client: **Hardee County, FL**  
Debris Quantity: 308,000+ CY  
Project Dates: Sep-Nov 2022

Contact: **Chris Simpron**, Public Works Director  
Contact Info: 863-733-3272, christopher.simpron@hardeecounty.net  
205 Hanchey Road, Wauchula, FL 33873

Client: **Jacksonville Beach, FL**  
Debris Quantity: 84,000+ CY  
Project Dates: Sep-Nov 2017

Contact: **Dennis Dupries**, Construction Project Manager  
Contact Info: 904-509-0268, ddupries@jaxbchfl.net  
11 North Third Street, Jacksonville Beach, FL 32250

**ATTACHMENT 5 – CERTIFICATION DEBARMENT & SUSPENSION  
DISASTER DEBRIS MONITORING SERVICES****25-911****CERTIFICATION DEBARMENT AND SUSPENSION****THE QUOTER HEREBY CERTIFIES THAT:**

- a. The resulting contract is a covered transaction for purposes of 2 C.F.R. 180 and 2 C.F.R. 3000. As such, the vendor is required to verify that none of the vendor, its principals (defined at 2 C.F.R. 80.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935).
- b. The vendor must comply with 2 C.F.R. 180 subpart C and 2 C.F.R. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by County (subgrantee). If it is later determined that the bidder did not comply with 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder agrees to comply with the requirements of 2 C.F.R. 180, subpart C and 2 C.F.R. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**COMPANY NAME:** *DebrisTech, LLC***ADDRESS:** 923 Goodyear Boulevard**CITY:** Picayune**STATE & Zip Code:** MS, 39466**COMPANY'S AUTHORIZED OFFICIAL:** Debra McCormick**SIGNATURE:****Printed Name:** Debra McCormick**Title:** Chief Administrative Officer**Date:** 5-9-25

## ATTACHMENT 6 – CERTIFICATION DRUGFREE WORKPLACE

25-911

**CERTIFICATION DRUGFREE WORKPLACE**

**THE UNDERSIGNED, IN ACCORDANCE WITH FLORIDA STATUTE 287.087, HEREBY CERTIFIES THAT EMPLOYER/VENDOR SHALL:**

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction of or require the satisfactory participation in a drug abuse assistance or rehabilitation program is such is available in the employee's community, by any employee who is convicted, and
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5, above.

**COMPANY NAME:** *DebrisTech, LLC*

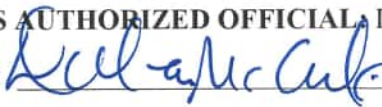
**ADDRESS:** 923 Goodyear Boulevard

**CITY:** Picayune

**STATE & Zip Code:** MS, 39466

**COMPANY'S AUTHORIZED OFFICIAL:** Debra McCormick

**SIGNATURE:**



**Printed Name:** Debra McCormick

**Title:** Chief Administrative Officer

**Date:** 5-9-25

Page 1 of 1



**ATTACHMENT 8 – CERTIFICATION REGARDING LOBBYING****25-911****APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING**

Certification for contracts, grants, loans, and cooperative agreements (To be submitted with each bid or offer exceeding \$100,000).

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

**COMPANY NAME:** *DebrisTech, LLC*

**ADDRESS:** 923 Goodyear Boulevard

**CITY:** Picayune

**STATE & Zip Code:** MS, 39466

**COMPANY'S AUTHORIZED OFFICIAL:** Debra McCormick

**SIGNATURE:** 

**Printed Name:** Debra McCormick

**Title:** Chief Administrative Officer

**Date:** 5-9-25

**BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies to the best of one's knowledge and belief that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Please check the appropriate box:

☒ No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

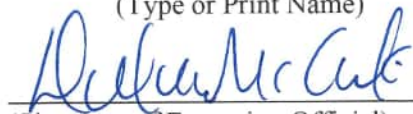
or

☐ Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this 9th day of May, 2025, ~~2021~~

By: Debra McCormick

(Type or Print Name)



(Signature of Executing Official)

Chief Administrative Officer

(Title of Executing Official)

DebrisTech, LLC

(Name of Organization/Applicant)

## ATTACHMENT 10 – PUBLIC ENTITY CRIMES STATEMENT

25-911

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A  
NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Lake County, Florida  
(print name of public entity)

By Debra McCormick  
(print individual's name and title)

for DebrisTech, LLC  
(print name of entity submitting sworn statement)

whose business address is 923 Goodyear Boulevard, Picayune, MS 39466

and (if applicable) its Federal Employer Identification Number (FEIN) is 27-3362906

(if the entity has not FEIN, include the Social Security Number of the individual signing this  
sworn statement:

\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and Involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

Signed and Delivered on the day of May 9, 2025.

BY:   
Signature of Affiant

Debra McCormick

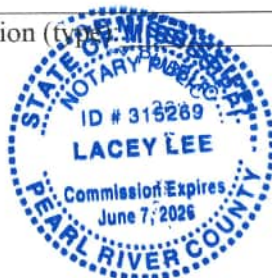
Printed Name

STATE OF MISSISSIPPI  
COUNTY OF PEARL RIVER

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online  
notarization, this 9th day of May, 2025, by

\_\_\_\_\_, who is ☒ personally known to me or ☐ has produced  
identification (type \_\_\_\_\_).

(SEAL)



  
(Notary Signature)



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

## Detail by Entity Name

Foreign Limited Liability Company  
DEBRISTECH, LLC

### Filing Information

**Document Number** M16000003962  
**FEI/EIN Number** 27-3362906  
**Date Filed** 05/18/2016  
**State** MS  
**Status** ACTIVE

### Principal Address

925 Goodyear Boulevard  
Picayune, MS 39466

Changed: 03/28/2019

### Mailing Address

925 Goodyear Boulevard  
Picayune, MS 39466

Changed: 03/28/2019

### Registered Agent Name & Address

NRAI SERVICES, INC.  
1200 SOUTH PINE ISLAND ROAD  
PLANTATION, FL 33324

### Authorized Person(s) Detail

#### **Name & Address**

Title Manager

Wallace, Brooks R.  
925 Goodyear Boulevard  
Picayune, MS 39466

### Annual Reports

Report Year	Filed Date
2018	03/13/2018



201903/28/2019

202005/06/2020

Document Images

<a href="#">05/06/2020 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/28/2019 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">03/13/2018 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">09/01/2017 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">05/18/2016 -- Foreign Limited</a>	View image in PDF format

Florida Department of State, Division of Corporations





## 8.5.3 Completed Pricing

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# DEBRISTECH

## ATTACHMENT 2 - PRICING SHEET

25-911

<i>DebrisTech, LLC</i>			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes only.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	ITEM DESCRIPTION	UNIT OF MEASUREMENT	RATE
1	Project Manager	Hour	\$ 75.00
2	Operations Manager	Hour	\$ 65.00
3	GIS Analyst	Hour	\$ 55.00
4	Field Supervisor	Hour	\$ 55.00
5	Debris Site/Tower Monitor	Hour	\$ 42.00
6	Data Entry Clerk (Load Ticket)	Hour	\$ -
7	Billing/Invoice Analysis	Hour	\$ -
8	Administrative Assistant	Hour	\$ -
9	Field Coordinator	Hour	\$ -

ITEM #	OTHER WORK CLASSIFICATION (SPECIFY)	UNIT OF MEASUREMENT	RATE
10			
11			
12			
13			
14			
15			
16			

## ATTACHMENT 2 - PRICING SHEET

25-911

ITEM #	OTHER EXPENSES (SPECIFY)	UNIT OF MEASUREMENT	TOTAL COST
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			



## 8.5.4. Proposed Solution

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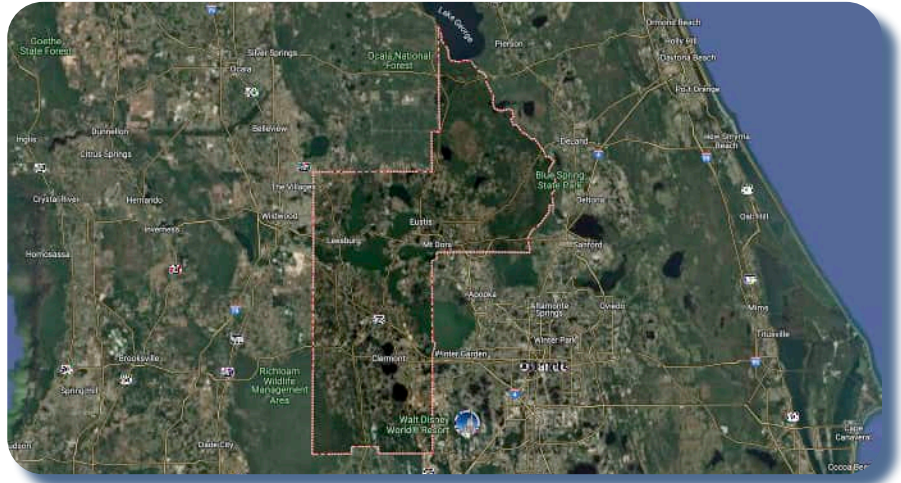


# DEBRISTECH

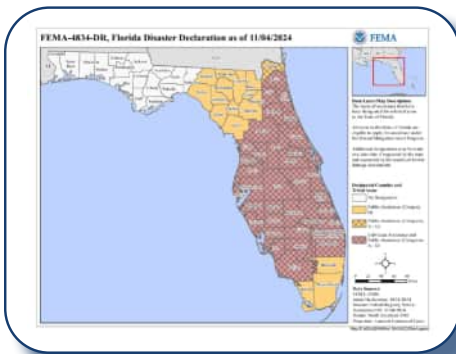


# DISASTER RESPONSE

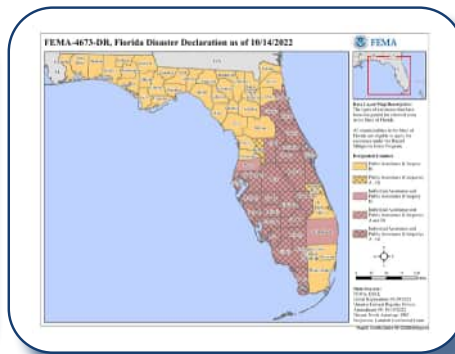
**Lake County** is located within central Florida and comprises 1,157 square miles. Its population (2020) is 383,956. Over the past several years, **Lake County** has been impacted by several natural disasters, including threats from tornadoes, flooding and hurricanes.



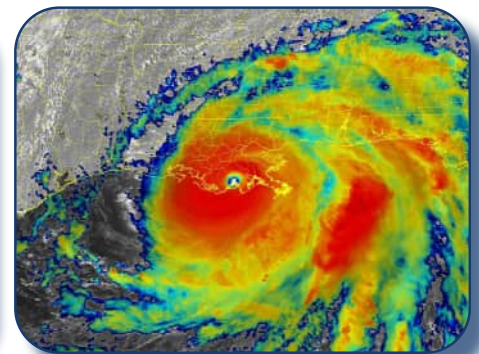
**Hurricane Milton**  
DR-4834-FL (2024)



**Hurricane Ian**  
DR-4673-FL (2022)



**Future Threat:**  
**Hurricane**



Using a Debris Management Plan adopted by **Lake County** DebrisTech proposes to implement its decades of expertise to assist you through all phases of a natural disaster. We will use a Category 3 Storm as an example scenario for timeline Phases 1 through 4 on the following pages.

**PHASE 1: PREPARED READINESS** (Pre-Event to Incident)

**PHASE 2: IMMEDIATE RESPONSE** (Day 0 to Response End)

**PHASE 3: SUSTAINED RESPONSE** (72 hrs to Debris Operations End)

**PHASE 4: DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY**



# TIMELINE PHASES



Disaster Phases	Pre-Event to Incident	0-72 hrs	72 hrs to Debris Operations End	Post Debris Operations
<b>PREPARED READINESS</b>				
<b>IMMEDIATE RESPONSE</b>				
<b>SUSTAINED RESPONSE</b>				
<b>DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY</b>				

## PREPARED READINESS (Pre-Event to Incident)



### Normal Operations

- Maintain pre-event contract packets
- Logistics team maintains debris monitoring support equipment
- Administration team monitors Federal/State/Local guidelines to ensure regulatory changes are incorporated in debris monitoring processes and procedures



### Elevated Threat

- DebrisTech notifies key personnel to be prepared to deploy within 24 hours of activation
- Closely monitor potential area of impact and type of potential event



### Credible Threat

- Contact Client point of contact informing them that DebrisTech is prepared to deploy if needed
- Mobilize Project Management Team to safe location that is near the potential area of impact
- Contact previously hired monitors who live in the impacted and surrounding areas and placing on stand-by



## TIMELINE PHASES



**DEBRISTECH**  
QA/QC

### **PREPARED READINESS** *Quality Assurance/Quality Control*



*Starting well before any event occurs, DebrisTech's Administrative Team stays engaged with policy makers by attending trainings at conferences and by being active members in organizations such as Disaster Recovery Coalition of America (DRCA). DebrisTech stays ahead of all policy changes through these engagements.*



*DebrisTech's Administrative Team is available to meet with Clients in-person or virtually for pre-season training events to ensure the Client's Emergency Management Team is prepared for potential disasters.*

### **IMMEDIATE RESPONSE** (Day 0 to Debris Operations End)



#### **Immediate Response Team Arrives** – First 24 to 48 hrs (depending on level of impact)



Project Management Team to perform administrative tasks:

- Notice to proceed
- Consulting on emergency procurement (if needed)
- Consult on Client's force account debris operations to ensure compliance with reimbursement requirements



Operations Team:

- Set up Mobile Command Unit
- Activate pre-hired monitors to area of response
- Monitor first-push road clearing debris operations (if needed)



#### **Project Startup** – 48 hrs to 72 hrs



Project Management assists/consults with Client for:

- Estimating debris quantities
- Identifying areas of impact
- Debris Management Site activation/authorization
- Coordinating with Debris Removal Contractors to determine staffing needs



## TIMELINE PHASES



### Operations Team:

- Advertising for local hiring
- Training new hires
- Certifying truck capacity, placarding trucks, and registering trucks in ADMS
- Ensure debris management site is compliant with Local/State/Federal regulations
- Begin monitoring right-of-way debris removal operations



**DEBRISTECH**  
**QA/QC**

### **IMMEDIATE RESPONSE** *Quality Assurance/Quality Control*



*DebrisTech's ADMS system includes QA/QC in each process step. This reduces the potential for human error in any step that can rely on automation. There are many processes that cannot be automated and allowing team members to focus exclusively on these steps increases efficiency.*



*DebrisTech's Truck Certification Software was custom designed to allow truck certifications to be quickly measured, data entered, volumes calculated and placards affixed to each truck. Calculations are performed within the system which removes the possibility of calculation errors. Trucks are randomly re-certified throughout operations. DebrisTech's ADMS system will not allow for new trucks to be brought into operations without the truck certification process.*



*DebrisTech deploys **DT360** vehicles to every job to capture a visual baseline of the impacted area. This footage is captured exclusively for QA/QC purposes and can be referenced for a variety of uses.*

### **SUSTAINED RESPONSE** (72 hrs to Response End)



#### **Project Management**



Ensures daily debris reports are received by client representatives and contracted debris removal contractor management



Assists with expedited project worksheet development (if needed)



Ensures number of debris monitors is appropriate to the number of debris trucks, tree crews, and private property debris removal (PPDR) teams





## TIMELINE PHASES



Coordinates with Client and Debris Removal Contractors on different potential debris operations:

- ROW Debris
- Leaner/Hanger/Stump removal
- Private Roads ROW Debris – Non-gated and open to public
- Private Roads ROW Debris – Gated, Restricted Access, or infrequently used road.
- PPDR
- Waterway debris removal



Ensures accurate and timely invoices are produced and submitted to Client representative



### Operations Team



Ensures safety compliance through daily safety briefing



Maintains operational control of debris monitoring by:

- Ensuring monitors are knowledgeable of debris regulation and guidance
- Managing daily schedules to prevent burn-out
- Clearly communicating operational changes to all debris monitors
- Ensures quality of debris tickets through daily ticket reviews



Communicates daily activities to Project Management



### **SUSTAINED RESPONSE** Quality Assurance/Quality Control



*DebrisTech iPads capture location by GPS and correlate the GPS location to the address, eliminating the need for monitors to manually type in this data. Images are taken of every debris load at pickup, entry and exit of Debris Management Sites to ensure eligibility. Images are captured of every hazardous limb, hazardous tree, along with measurements to ensure accuracy for invoicing and reimbursement. Project Managers review load tickets in real-time to provide immediate feedback to field monitors which can include field monitors having to recapture images.*



*Because DebrisTech maintains real-time ticket reviews, this allows every debris ticket to be reconciled at the close of business daily. DebrisTech Project Managers reconcile every ticket with Debris Removal Contractors prior to the Daily Reports going out each evening. Daily reconciliation identifies potential reimbursement issues before they become a costly error.*



## TIMELINE PHASES



DEBRISTECH  
QA/QC

### **IMMEDIATE RESPONSE Quality Assurance/Quality Control (continued)**



*DebrisTech's Administrative Team reviews Debris Removal invoices and provides recommended payment to each Client. Since data is reconciled daily accurate invoices are developed in a timely manner.*

## DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY



### **Project Management**

- Debris Management Site closeout and reclamation
- Assist client with after-action-reports
- Maintain administrative support for Project Worksheet development, obligation, payment, and closeout



DEBRISTECH  
QA/QC

### **DEBRIS OPERATIONS CLOSEOUT AND FINANCIAL RECOVERY**

#### **Quality Assurance/Quality Control**



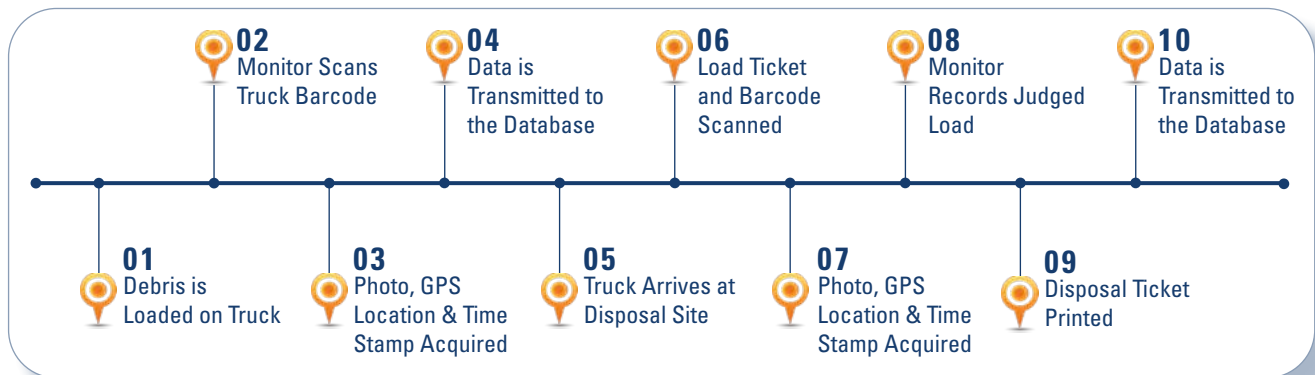
*DebrisTech field operations end when debris operations conclude but DebrisTech's Administrative Team stays in close contact with every Client through every step of the reimbursement process. DebrisTech also performs project After Action Reviews with each Client to ensure a continual improvement of processes and procedures.*

## AUTOMATED DEBRIS MANAGEMENT SYSTEM



The proprietary DebrisTech ADMS offers real-time access to all aspects of debris removal operations via the DebrisTech database. Debris removal monitors, equipped with our tracking devices, maintain a bulletproof digital record from cradle to grave that serves as a cornerstone of our comprehensive quality assurance and control program. DebrisTech's ADMS data enables the debris management team to monitor the whereabouts and progress of debris removal crews, keep tabs on the type and quantity of collected debris, and thoroughly document loading and disposal details, including location, time, date, contractor, personnel, and equipment utilized. Furthermore, DebrisTech's system can grant agencies like FEMA or the Inspector General immediate access to this information. This access enables auditors to initiate their tasks promptly, leading to *faster reimbursement and recovery processes*. Our

unwavering commitment to quality is embedded in every layer of the ADMS, ensuring transparent, accountable, and meticulously documented debris management at every stage.



DebrisTech has decades of experience monitoring debris generated from a variety of events that span the United States, its territories, and FEMA regions. Through this wealth of experience, DebrisTech has developed and maintains a **wide range of reporting options**. Clients will receive debris reports daily (or at any specified interval) that are generated directly from DebrisTech's proprietary ADMS software.

**At NO additional cost**, DebrisTech will customize reports to fit the needs of Clients. Report examples included in this response are some of the industry-leading reports provided by DebrisTech. **DebrisTech welcomes the opportunity to share all of our reporting capabilities with potential Clients, which is best accomplished with an in-person presentation.**

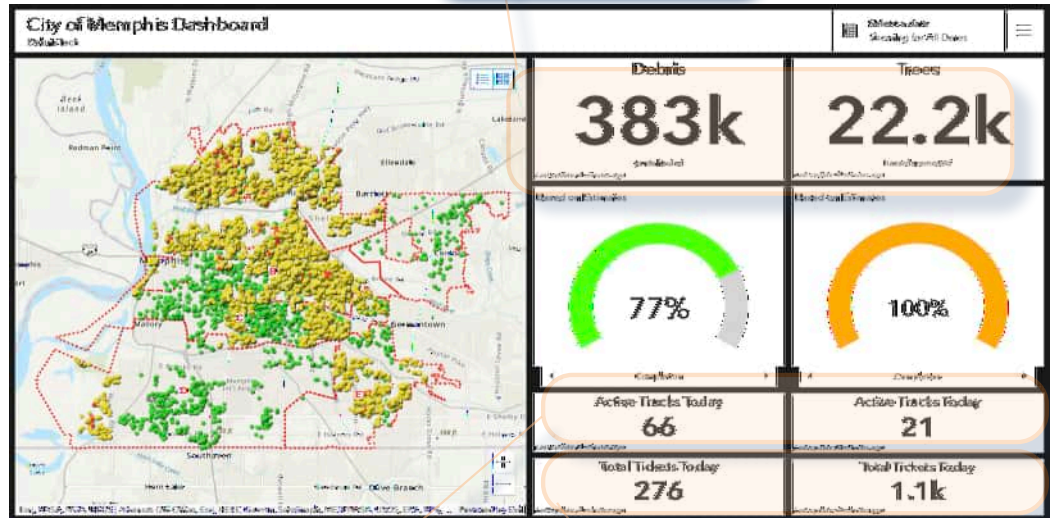


# SAMPLE REPORTS

Our Dashboard gives the Client an easily accessible overview of the overall project's status and major statistics. This innovative map is interactive, allowing the Client able to zoom in, click on each individual dot and view the details of that E-Ticket. The color-coding for this **real-time data** is:

**Green Dots** - Vegetative Debris  
**Yellow Dots** - Hangers  
**Red Dots** - Leaners

Up-to-date totals of total CY of debris hauled and tree hazards removed



Active trucks hauling debris and removing hangers/leaners on this particular day

Daily ticket totals created by DebrisTech monitors

The e-Ticket form includes the following fields:

- Ticket:** 501332501
- Truck:** 00013788
- City of Memphis** logo
- e-Ticket** title
- February 2022 Ice Storm Debris Removal** subtitle
- Prime Contractor:** Michaels Tree And Loader Services
- Truck Owner:** HDR
- Monitoring Firm:** DebrisTech, LLC
- Timestamp:** 4/10/2022 7:06:35 AM
- Debris Type:** Hanger
- Coordinates:** 35.0032, -90.0083
- Address:** 1644 Crimson Rd
- Monitor:** Williams Moses Perry

The form also includes a map showing the location of the debris and three photos of the debris (labeled 1, 2, and 3). An arrow points to the coordinates field, indicating that the location of the debris is captured.

Exact GPS coordinates are automatically captured with every ticket created

Map location for easy location and reference

Our Hanger and Leaner Tickets document multiple points of data necessary for FEMA reimbursement. We capture three pictures for each Hanger/Leaner ticket: 1). Documentation of the debris pre-work 2). Infrastructure at risk by the debris (showing the right-of-way) 3). Diameter of the debris post-work to ensure it meets FEMA minimum requirements

# SAMPLE REPORTS

Our Load Tickets provide cradle-to-grave documentation of debris loads for maximum FEMA reimbursement for all eligible debris. We capture pictures for internal load calls that document:

- 1). Where the debris truck loaded the debris (ensuring it is in a valid debris area)
- 2). Load call when the truck enters the disposal site to document the percentage full
- 3). Validation that the truck disposes of the entire load and leaves the disposal site empty




## DEBRISTECH

ELECTRONIC DEBRIS MANAGEMENT SYSTEM

**e-Ticket**

Truck Num: 00009113

001206810



**Project:** December 2021 Tornado Debris Removal

**Sub:** County Waste

**Prime:** Ashbritt

**Owner:** County waste

**Contract:**

**Road:** CS-2011

**Debris Type:** C & D

**Zone:** Dawson Springs

**% Full:** 75

**Capacity (CY):** 74

**Pay (CY):** 55.5

**Transit Time**

**Haul(d)\*** 6.2

**Haul(r)\*** 8.4

**Disposal Info**

**Load Info**

**Measurement Info**

**Disposal Info**

**Time:** 16:30:28 **Date:** 3/15/22

**Time:** 7:02:36 **Date:** 3/16/22

**Time:** 7:25:23 **Date:** 3/16/22

**Loc:** 37.1683, -87.6956

**Loc:** 37.1708, -87.5827

**Loc:** 37.1708, -87.5828

**Site ID:** RIAFDS

**Site ID:** RIAFDS

**Site ID:** RIAFDS

**Mon:** Joseph James Gray

**Mon:** Jacob Michael Todd


**Mon:** CHRISTOPHER ALLEN

1



Customizable zones as defined by the Client

2



Site ID indicates temporary or final disposal site

3



Load call percentage full

www.DebrisTech.com \* (d)irect, (r)oute in miles, Truck Route Distance Provided by ArcGIS.com



### St. Charles Parish Government Hurricane Ida Debris Removal

#### Debris Removal Daily Report - 11/08/2021

Contractor: DRC Total Work Days To Date: 64  
Monitoring Firm: DebrisTech, LLC Total Days into Contract Period: 67

Production Data		Volume (CY)	Weight (Tons)
Trucks in Operation Today:	19	Today's Debris Production: 5,391.5	0.0
Average Loads Per Truck:	4.9	Average Daily Production: 19,487.3	9.9

Debris Quantity Summary - Right of Way				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Vegetative Loads:	26	12,538	Vegetative Debris:	1,565.2	652,930.7	0.0	15.0
C & D Loads:	54	7,556	C & D Debris:	2,451.4	350,481.5	0.0	618.8
Wood Chip Loads:	5	1,022	Wood Chips:	515.2	94,812.6	0.0	0.0
C & D Haul Out Loads:	9	1,744	C & D Haul Out:	859.7	148,959.9	0.0	0.0

Debris Quantity Summary - Total Project				Volume (CY)		Weight (Tons)	
	Today	To Date		Today	To Date	Today	To Date
Total Loads Generated:	94	22,860	Total Cubic Yards:	5,391.5	1,247,184.7	0.0	633.9

Unit Rate Items				Today		To Date	
	Today	To Date		Today	To Date	Today	To Date
Leaning Trees (6"-12"):	0	71	White Goods:	15	222		
Leaning Trees (13"-23"):	0	32	Stumps:	0	0		
Leaning Trees (24"-36"):	0	13	Traffic Control (Inter.):	0	0		
Leaning Trees (37"+):	0	1	Traffic Control (2 Way):	0	0		
Hanging Limbs:	0	1,844	Separation Crew:	0	0		
			Consolidation Crew:	0	0		

Note: The Quantities Listed on this Report are for Progress Reporting Only and may not Reflect Final Pay Quantities.

www.DebrisTech.com

DebrisTech's Daily Report gives real-time data to the Client and a clear picture of the project's overall progress on a daily report. This Daily Report can be customized to the needs of the Client to ensure they have all the necessary information to oversee the completion of the project.

Total active trucks on that date

Daily total of debris removed

Daily load total

Cumulative total of debris removed



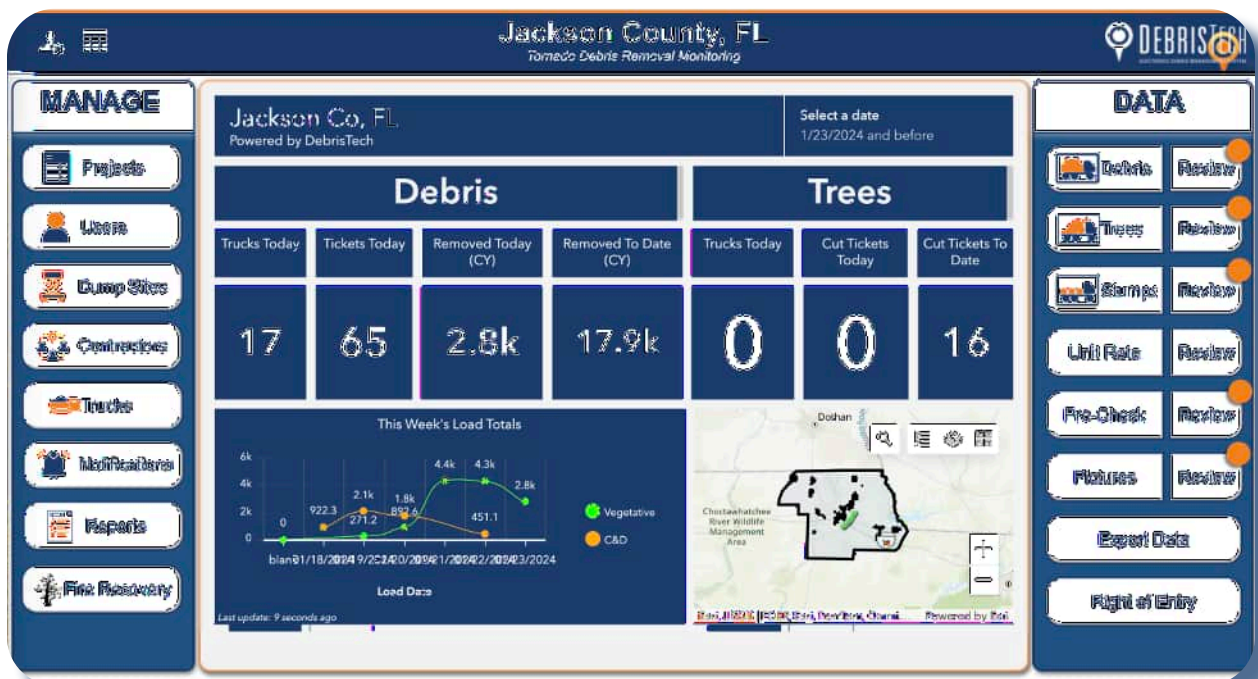


# REAL-TIME DATA

## Real-Time Data

The DebrisTech Automated Debris Management System provides real time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, etc.

This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel and equipment used. The real time system eliminates the need for a large administrative staff to manually enter paper tickets.



## Scaleable

Because DebrisTech is standardized on Apple's iPads as the basis for its field unit and has partnered with national cellular providers, ramping up to hundreds of units can be done in a brief period. DebrisTech has created a customization system that can transform a best of class consumer-grade tablet to a ruggedized Debris Removal Monitoring Device in minutes — utilizing the iPad's and AppleTV's mirroring feature. The



## SCALABILITY

Mobile Command and Communications Center's outdoor video screen, DebrisTech's first responders, can train large groups of locally hired monitors at any location. Because of the iPad's inherently user-friendly and straightforward design, a typical training class usually lasts less than 2 hours. In a typical deployment, DebrisTech's first responders arrive and assess the severity of the event and determine how many support personnel are required to deploy and fully support the system.

Once the deployment begins, a new server instance of the DebrisTech Debris Management Database System is created and replicated at two or more locations. In the case of this contract, a third replication is set up for government use. One server instance is designated as the primary server, and field devices submit their data to it through a secure channel over a common carrier. The other servers are updated within minutes (usually seconds) and contain an exact copy of the records submitted by the field devices. One of the secondary servers is designated as a failover server should the primary server fail, or be inaccessible due to a regional communications outage. A redundant primary fiber loop serves DebrisTech's primary server location, and its secondary and tertiary servers are geographically remote and served by different ISPs. Upon completion of a mission, a copy of all data collected is delivered to the Client in Microsoft Excel and PDF format. DebrisTech is capable of meeting the daily reporting desired by the Client. The data can also remain accessible through the DebrisTech Debris Management Database for any period as required by the contract. DebrisTech currently maintains a minimum of 1000 devices.

### Paper Tickets Not Necessary

The DebrisTech ADMS is modeled after a proven debris monitoring method that utilized a combination of handwritten paper tickets, electronic databases, and a Geographic Information System (GIS). The DebrisTech system follows this same model but replaces the handwritten tickets with real-time data collection devices. Paper receipts are still available but are no longer the primary record. DebrisTech handheld devices and software add a new level of documentation and security features. The built-in automated fraud detection and audit tools significantly reduce the potential for fraudulent activities that might result in costly de-obligations.

The system can also provide real-time access to agencies, such as FEMA or the Inspector General, so that auditors can begin their task early, rather than months or years later.





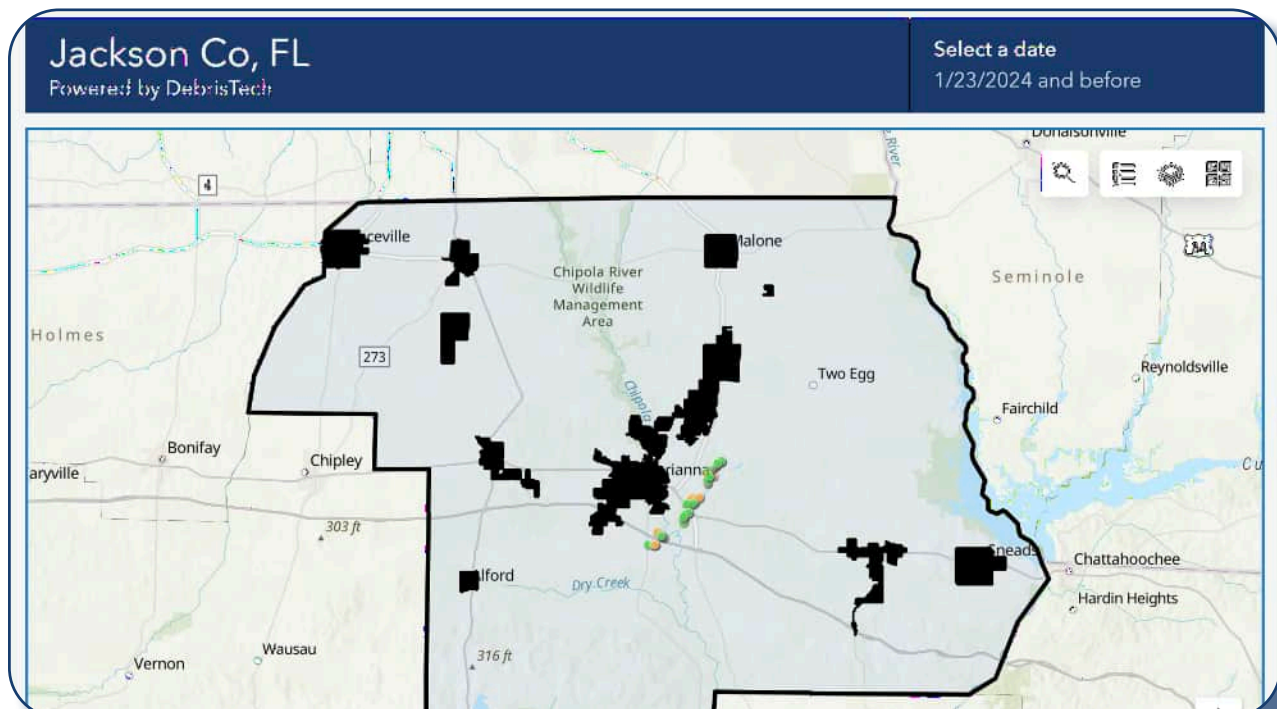
## GIS FEATURES

The DebrisTech ADMS provides real-time access to all aspects of debris removal operations through the DebrisTech Central Information Database. Data is fed to the Central Information Database in real-time by Debris Removal Monitors with DebrisTech devices. Authorized users have access to many different reports summarizing daily, weekly, or monthly activity by truck number, subcontractor, Right of Entry number, and other required documentation. This allows the debris management team to track the location and progress of debris removal crews, track the type and quantity of debris being collected, as well as fully document the loading and disposal locations, time, date, contractor, personnel, and equipment used. The real-time system eliminates the need for a large administrative staff to enter paper tickets manually.

### GIS Compatible Geo-Fencing

The DebrisTech System also has interactive mapping features that allow authorized users to view the exact pickup and disposal location for each debris ticket in real-time. Once GIS boundaries are uploaded, the ADMS denies debris ticket acceptance if the contractor loads outside of the prescribed work zone. The ADMS assigns loads to certain districts of the clients maintained territories, such as city council districts or certain private communities.

In the example below, Jackson County, FL is eligible for debris pickup while the individual cities within the County are excluded. Through DebrisTech's GIS capabilities, debris monitors would be unable to produce a load ticket within the excluded entities or outside of the Jackson County limits.





**Ticket: 001470089**

Ticket Number	001470089
Load Date	09/18/2023
Load Time	17:38:15
Load Timestamp	9/18/2023, 5:03 PM
Load Location	Jefferson Vandalia Township
Load LAT	30.60145
Load LONG	-83.427
Truck Number	00016538
Truck Number 2	
Truck Number 3	
Truck Number 4	
Truck SubCode	TFRPRIM
Measurement Time	17:43:25
Measurement Location	Jefferson Vandalia Township
Measurement LAT	30.55652
Measurement LONG	-83.85583
Debris Type	Vegetative
Truck Capacity	82
Truck Tare Weight	
Truck Gross Weight	
Pay Weight	
Disposal Time	17:56:13
Disposal Location	Jefferson Vandalia Township
Disposal Site ID	GOLDMS
Disposal LAT	30.55652
Disposal LONG	-83.85583
Parcel Address	
Road Shape Name	DILLS RD
Haul Distance by Route	4.7

Every load ticket created through DebrisTech's ADMS has detailed information captured, including load, measurement and disposal information, allowing the Client to track every debris load in real-time from cradle-to-grave with pinpoint accuracy.

### Administration View

In the desktop platform, clicking on the load's truck icon from the debris ticket list displays the pickup and disposal point for a specific load on a map. Clicking on the Truck icon in the header displays all loads in the current filter on a map. This feature is especially useful when trying to determine where a specific truck or subcontractor is working or has worked, or simply to see where debris removal operations are taking place in real-time. These are but a few of the extensive Geographical Information System (GIS) capabilities present in DebrisTech's ADMS system.

Subcontractor	Truck Type	Truck #	Volume	Tare Wt	Date	Project	Last Tared	Status
DRCTRB	y Self Loader	00011696	82		9/5/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011697	84		9/5/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011700	74		9/5/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011698	82		9/5/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011699	84		9/5/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011701	83		9/5/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011702	82		9/5/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011703	84		9/5/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011704	78		9/6/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00011705	91		9/6/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00012430	78		9/9/2021	StCharlesAlda		Active
DRCTRB	y Self Loader	00012431	91		9/9/2021	StCharlesAlda		Active




# VEHICLE REGISTRATION

## Vehicle Registration

Each vehicle registration identifies the mission (contract number) and a responsible governmental entity. Each registration record permanently ties to the bar code that is affixed to the truck body or trailer body, supplying unique identification data for contractor vehicles and equipment. Standard forms of measure (e.g. feet and inches) records the vehicle volume capacity utilizing industry-standard equations in each registration record created. Optionally, each driver of each truck may be issued a unique barcoded DebrisTech ID that ties the driver to the load and haul vehicle. Each member of the certification team is issued a unique barcoded ID that is scanned and becomes part of the certification registration form. The member certifying the vehicle must also sign the electronic form, using the signature capture feature. The DebrisTech ADMS automatically rejects vehicles that are not certified and associated with the current event and responsible government entity.

Vehicles that need recertification (obscured bar code placards, changes in sideboards, a spot check of capacities for random audits, etc.) can be compared electronically and automatically to the audit tables and other CQC audit records of previous certifications and registrations.

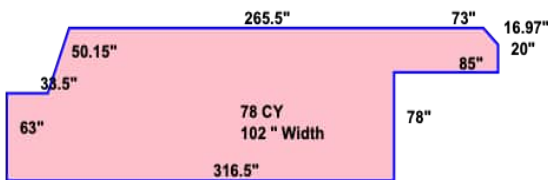
Each monitor is also issued a unique identification badge that contains the employee identification barcode and Project ID barcode. Like the other barcodes, they are used to easily mark the ticket with the identity of the monitor or inspector that collects and reviews the data. Each ticket has its barcode scanned using specially configured iPads. Without a physical ticket, no electronic tickets can be created. This authentication is the first of a three-factor ticket authentication system. The uniquely configured iPad is the second factor. The apps used for collecting data are registered individually to unique serialized iPad IDs and cannot function on unauthorized devices. These iPads, in most cases, are issued to individuals. Still, a third factor, a real signature by the monitor or inspector is required at each data collection point through a built-in signature capture feature of the iPad. This factor reminds the submitter that they are personally responsible for the accuracy of the data submitted.



**DEBRISTECH**  
ELECTRONIC DEBRIS MANAGEMENT SYSTEM  
**Truck Certification Form**

**Hurricane Ida Debris Removal**  
**St. Charles Parish Government**

**Current**      **Truck Number 00012517**

Truck Owner: <u>Marriot</u>	Truck Type: <u>Self Loader</u>
Truck Tag State: <u>IL</u> Truck Tag Number: <u>757aa095</u>	Sub Code: <u>DRCMARR</u>
Trailer Tag State: _____    Trailer Tag Number: _____	Capacity (CY): <u>78</u>
Owner Truck No: <u>7637</u>	





**Bed Hoist (Inches)**  
L1: \_\_\_\_\_ L2: \_\_\_\_\_  
W: \_\_\_\_\_ H: \_\_\_\_\_

**End Radius (Inches)**  
R: \_\_\_\_\_ H: \_\_\_\_\_

**Bottom Radius (Inches)**  
R: \_\_\_\_\_ L: \_\_\_\_\_

Measured By: Dalton Daniel Cruthirds      Date Measured: 9/27/2021 1:31:55  
[www.DebriTech.com](http://www.DebriTech.com)



## MOBILE CAPACITY

Since our founding in 2010, DebrisTech, LLC is solely focused on providing its clients with a personalized and professional debris monitoring solution with hundreds of full-time team members.

Our state-of-the-art mobile offices allow us to respond with full force to any Client's need across the country. These mobile offices can be deployed immediately and are fully functional to meet the needs of the Client. Our primary office is located in Picayune, MS, but our mobile command trailers allow us to fully deploy anywhere within the United States.





## DEPLOYABLE EQUIPMENT

DebrisTech, LLC is solely focused on providing its clients across the United States with a personalized and professional debris monitoring solution utilizing the following resources:

### Mobile Command Units

DebrisTech's multiple state-of-the-art mobile command offices are deployed immediately and are fully functional to meet the needs of the Client. These units are equipped with solar panels, generators, water, Starlinks, restrooms, sleeping quarters, printers, computers, and stocked with pre-printed tickets, tags, and truck placards.

### Mobile Fuel and Water Storage Units

With mobile fuel trailers and water storage units, DebrisTech has the capacity to remain completely self-sufficient for the duration of the project to ensure continuity of service to the Client.

### Staffing

DebrisTech has partnered with local resources, as well as a W/MBE staffing company, to provide employees for the Client's activation. In addition to the local hires, DebrisTech has proven it can activate more than 500+ employees on a single project.

### Drones and Cameras

DebrisTech has cutting edge technology and offers drones and 360° cameras to document road conditions, maintenance, debris estimates, close-out, and other needs of the Client. With the 360 camera, DebrisTech can build a web-based street viewer and share a feature service with the Client. DebrisTech captures and maps all data in real-time and hosts in an industry standard platform. A GIS team will also be dedicated to the Client's project.

### Equipment, Software, and Supplies

All equipment, software, and supplies are owned and maintained by the company. DebrisTech keeps 1000+ iPads in stock and ready to deploy in travel-ready cases. The company has an agreement with Apple Business which enables new devices to be shipped within 2 days. Each device comes ready to be deployed with its own designated data plan on AT&T or Verizon Wireless. All tickets and tags are pre-printed and created in-house with an excess of 100,000+ in stock.

### Company Fleet

DebrisTech owns a fleet of 4x4 vehicles ready to deploy and assist the Client, if activated. Each vehicle is equipped with a Starlink and supply cases to meet the needs of any activation.

Since its founding in 2010, DebrisTech has never failed to provide a sufficient and continuous workforce per contract specifications. DebrisTech is prepared to deploy as many resources as needed to meet the demand of any project required by the Client.



## 8.5.5 Financial Stability

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# DEBRISTECH





16 Thompson Park  
Hattiesburg, MS 39401  
USA o

601.544.8703  
www.ajg.com

April 16, 2025

To Whom It May Concern:

Per your request for evidence of bond ability, this letter is to advise you that DebrisTech, LLC is set up for bonding with West Bend Insurance Company.

Our company represents DebrisTech, LLC for all of their bonding needs and have found them to be an outstanding contractor, with a good reputation in the construction industry. Based on their experience, we have considered single jobs of \$30,000,000 with an aggregate program of \$50,000,000.

Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and Arthur J. Gallagher Risk Management Services, Inc. along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

If I can be of additional assistance, please do not hesitate to call.

Sincerely,

David R. Fortenberry  
Senior Vice President, Executive Risk Advisor



*Your Hometown Bank Since 1947*

Date: April 17, 2025

Re: DebrisTech, LLC

To Whom It May Concern:

This is to confirm that the above referenced customer is a valued borrower and depositor of the bank. We have handled various financial needs of this customer since the company's inception.

The borrower currently maintains two business lines of credit for a total of \$7,600,000.00 which both currently have zero balances. They also maintain a business demand deposit account handled in a satisfactory manner.

This company is deemed to be credit worthy from every aspect of our credit underwriting and thus a level one borrower. Based on knowledge of this customer's financial strength, the borrower has the capability to finance the anticipated volume of work for a minimum of 60 days without interference or a slowdown in the work whatsoever.

With this letter, we can also confirm that the accounts held and the transactions made by the customer have all been to our satisfaction. During the transactions and operations with our bank, we have not faced any problems of any sort and would entertain future requests from this customer in a most favorable manner.

Should there be any questions, please do not hesitate to call.

A handwritten signature in dark ink, appearing to read "D. B. Hemeter", written over a horizontal line.

David B. Hemeter, President & CEO

Email: dbhemeter@fnbop.com

Phone: 601-749-3227

FROM THE DESK OF DAVID B. HEMETER, PRESIDENT & CEO FNB PICAYUNE BANK  
121 EAST CANAL ST., P. O. BOX 848, PICAYUNE, MS 39466 PHONE (601) 749-3228 FAX (601) 749-3284



## 8.5.6 Litigation

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# DEBRISTECH





## LITIGATION SUMMARY

DebrisTech, LLC certifies that neither the Company, nor any employee of the Company, has any conflict of interest, either direct or indirect, about the services sought herein pursuant to Federal or State Law or regulations.

DebrisTech, LLC certifies that it has never had any contract cancelled since formation in August of 2010, nor has it operated under any other name since formation in August of 2010.

DebrisTech certifies that it is not operating under Chapter 11 or any other financial restraints that would preclude its ability to enter into equipment leasing or rental arrangement.

DebrisTech certifies that it has not been prohibited from doing business with any government entity for any reason since its formation in 2010.

DebrisTech certifies that it has specific experience providing disaster debris monitoring following natural or manmade disasters.

DebrisTech is not currently involved in and has not had any claims, arbitrations, administrative hearings, or lawsuits related to debris monitoring, disaster recovery, or consulting brought against our company.

a. DebrisTech certifies that neither it nor any of its employee employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been a defendant in any proceedings involving or arising out of debris removal services; and

b. DebrisTech certifies that neither it or any of its employees with the potential to be assigned to the debris removal and site management services, within the past ten (10) years, has been suspended or debarred from receiving federal funds regardless of whether the Prospective Contractor or the employee(s) was removed from being suspended or debarred; and

c. DebrisTech certifies that it has never had a contract, related to debris removal, canceled or terminated.

Audited financial statements will be provided directly to the Client upon direct written request. For more information, please contact our Chief Financial Officer, Daniel Baxter. [dbaxter@debristech.com](mailto:dbaxter@debristech.com)



## 8.5.7 Other Information

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# DEBRISTECH



DebrisTech's **DT360** is a cutting edge innovation designed to assist the Client with additional documentation for the FEMA reimbursement process. DebrisTech has the ability to document 360 degrees of every mile of right-of-way within a Client's area of maintained responsibility. This added documentation is recommended as FEMA's guidance recently changed on September 16, 2022 regarding documentation requirements for hazardous trees and limbs. FEMA now *"requires documentation supporting the specifics of the immediate threat with the location and photograph or video documentation"*.



Costs associated with hazardous tree and limb removal are subject to multiple levels of FEMA review. Documentation is scrutinized and questioned tickets often are removed from project totals. In some cases, the questioned tickets are added back only after a lengthy appeal process. The **DT360** footage is supplemental documentation used in a case-by-case scenario, to help ensure accurate project obligation. [Click this link](#) or scan the QR code to see sample **DT360** footage.



## ADDENDUM NO. 1

25-911



Office of Procurement Services

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

**SOLICITATION: DISASTER DEBRIS MONITORING SERVICES**

05/12/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

THIS ADDENDUM DOES CHANGES THE DATE FOR RECEIPT OF PROPOSALS TO  
MAY 22, 2025 @ 3:00 PM (EST)

---

**ACKNOWLEDGEMENT**

Firm Name: DebrisTech, 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:

Date: 5/12/2025

Print Name: Debra McCormick

Title: Chief Administrative Officer

Primary E-mail Address: [debra@debristech.com](mailto:debra@debristech.com)

Secondary E-mail Address:

## ADDENDUM NO. 2

25-911



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

**SOLICITATION: Disaster Debris Monitoring Services**

05/14/2025

Vendors are responsible for the receipt and acknowledgement of all solicitation addenda. Submit an electronically signed copy with solicitation submission. Failure to acknowledge an addendum may prevent the submission from being considered for award.

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

**QUESTIONS/RESPONSES**

1. Has the current contract gone full term? Have all options to extend the current contract been exercised?

**Response:** Yes.

2. Who is the incumbent, and how long has the incumbent been providing the requested services?

**Response:** Goodwyn Mills Cawood, LLC

3. To what extent will the location of the bidder's proposed location or headquarters have a bearing on any award?

**Response:** It will have no bearing on the award

4. How are fees currently being billed by any incumbent(s), by category, and at what rates?

**Response:** The current contract can be found via this link: [21-0903.pdf](#)

5. What estimated or actual dollars were paid last year the incumbent?

**Response:** \$1,802,626.79

6. What is the total size or geographic scope of the service area?

**Response:** The County area is 1,157 sq miles

7. What is the total mileage of roads within the scope of the service area?

**Response:** Estimated 1,493 miles of roads are maintained by the County. In certain circumstances, private roads/communities may apply.

8. Are any specific professional credentials required to qualify for the contract?

## ADDENDUM NO. 2

25-911

**Response:** Vendors shall possess the professional credentials required by the federal government and the state of Florida to provide disaster debris monitoring services.

9. Will the resulting contract include a guaranteed minimum payment to the vendor?

**Response:** No.

10. Are there any superseding prior agreements that may impact this contract?

**Response:** No

11. When/what was the most recent event that precipitated the activation of the existing or previous contract?

**Response:** Hurricane Milton, October 2024

12. Approximately how many cubic yards of debris were collected from the most recent event?

**Response:** 397,000 Cubic Yards of material from Hurricane Milton

13. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

**Response:** \$1,802,626.79

14. How many times have the incumbent services been utilized in the previous five years?

**Response:** Two (2) times

15. What estimated dollars were paid to the incumbent(s) in the previous five years?

**Response:** Estimated \$2.4 million

16. When is the anticipated award date?

**Response:** Estimated award date is July 8, 2025

17. When is the anticipated start date of the contract?

**Response:** August 1, 2025

18. Can the County please provide greater details regarding the bid bond and/or performance bond requirements related to this contract? For example, what is required with the proposal, and what is required to comply with during the term of the contract?

**Response:** There is no bid bond required. A performance bond will be required at the start of each activation of services.

19. Are bidders permitted to deviate in any way from any manner of quoting fees the County may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure?

**ADDENDUM NO. 2****25-911**

**Response:** Vendors must use the Attachment 2 – Pricing Sheet. Any additional pricing that the vendor wants to include may be added to or sent with the document.

---

**ACKNOWLEDGEMENT**

Firm Name: DebrisTech, 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:

Date: 5-14-25

Print Name: Debra McCormick

Title: Chief Administrative Officer

Primary E-mail Address: [debra@debristech.com](mailto:debra@debristech.com)

Secondary E-mail Address:







## 8.5.3 Completed Pricing

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# DEBRISTECH

## ATTACHMENT 2 - PRICING SHEET

25-911

<i>DebrisTech, LLC</i>			
SAVE AND SUBMIT AS AN EXCEL FILE			
Contractor to furnish all labor, materials, tools, transportation, and equipment necessary to provide services in accordance with specifications listed and implied. Actual hours are unknown and estimated for evaluation purposes only.			
Alterations to locked cells may result in disqualification of submission.			
ITEM #	ITEM DESCRIPTION	UNIT OF MEASUREMENT	RATE
1	Project Manager	Hour	\$ 75.00
2	Operations Manager	Hour	\$ 65.00
3	GIS Analyst	Hour	\$ 55.00
4	Field Supervisor	Hour	\$ 55.00
5	Debris Site/Tower Monitor	Hour	\$ 42.00
6	Data Entry Clerk (Load Ticket)	Hour	\$ -
7	Billing/Invoice Analysis	Hour	\$ -
8	Administrative Assistant	Hour	\$ -
9	Field Coordinator	Hour	\$ -

ITEM #	OTHER WORK CLASSIFICATION (SPECIFY)	UNIT OF MEASUREMENT	RATE
10			
11			
12			
13			
14			
15			
16			

## ATTACHMENT 2 - PRICING SHEET

25-911

ITEM #	OTHER EXPENSES (SPECIFY)	UNIT OF MEASUREMENT	TOTAL COST
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			

**CONTRACTOR**

<b>ROLE</b>	<b>Name</b>	<b>HOURLY RATE</b>	<b>Florida Active License Number</b>
Principal in Charge	Brooks Wallace, P.E.	No Charge	
Project Manager	John McNeese	\$75.00	
Operations Manager	Hill Johnson	\$65.00	
GIS Analyst	Garrett Sauls	\$55.00	
Field Supervisor	Sandra Austin	\$55.00	
Debris Site/Tower Monitor	Local Hires	\$42.00	
Data Entry Clerk (Load Ticket)	N/A (ADMS)	\$0.00	
Billing/Invoice Analysis	Cindy Carter	\$0.00	

**SUB CONTRACTOR**

<b>ROLE</b>	<b>Company Name</b>	<b>HOURLY RATE</b>	<b>Individual's Name Assigned</b>	<b>Florida Active License Number</b>	<b>Individual Worked with Prime before (YES/NO)</b>
Continued DebrisTech Roles					
Administrative Assistant	DebrisTech	\$0.00	Emma McArthur		
Field Coordinator	DebrisTech	\$0.00	Allison McCormick		

**PERFORMANCE/PAYMENT BOND**

Award Recommended Vendor (ARV) shall execute and deliver to County a Performance and Payment Bond in an amount representing 100% of Contract price. The County's Performance and Payment Bond Form shall be the only acceptable form. Completed form must be delivered to County within fifteen (15) calendar days after formal notice of award. Failure to deliver the Performance and Payment Bond as directed will result in ARV being declared in default of contractual terms and conditions. ARV shall surrender the associated proposal bond (if any). No bid submissions will be accepted from ARV for the following twelve (12) month period.

- A. Bonds shall be written through Surety Insurers (Surety) listed on Sunbiz.org as surety, with the management and financial strength qualifications according to the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey:

<u>Bond Amount</u>	<u>Best Rating</u>
500,001 to 1,500,000	B V
1,500,001 to 2,500,000	A VI
2,500,001 to 5,000,000	A VII
5,000,001 to 10,000,000	A VIII
Over 10,000,000	A IX

- B. Contracts under \$500,000, bond provisions of Section 287.0935, Florida Statutes apply.
- C. Contracts over \$500,000, provisions of Section B apply plus Surety must be on the Treasury List for the last three consecutive years or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety must be in the current [Surety Bonds - List of Certified Companies \(treasury.gov\)](#) published by US Department of the Treasury. Bond amount must not exceed underwriting limitations shown in the List.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will be acceptable.
- E. An irrevocable letter of credit or a cash bond in the form of a certified cashier's check written to the Board of County Commissioners will be acceptable. Interest will accrue to County if funds are held by County.
- F. The attorney-in-fact or other officer signing a contract bond for a Surety must include a certified copy of power of attorney authorizing the officer to do so. Contract bond must be counter signed by Surety's resident Florida agent.

**AWARD RECOMMENDED VENDOR INSTRUCTIONS**

Upon award, completed original County approved Performance/Payment bond forms shall be submitted to Lake County Procurement Services for bond recording. Bond(s) will be acceptable to County if the following exists:

- A. Surety is licensed to do business in the State of Florida;
- B. Surety holds a Certificate of Authority authorizing it to write surety bonds in this State;
- C. Surety has twice the minimum surplus and capital requirements required by the Florida Insurance Code at the time the invitation to bid is issued;
- D. Surety is otherwise in compliance with the Florida Insurance Code;
- E. Surety has a current rating of A or A- as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., if the bid exceeds \$500,000.; and
- F. Surety holds a currently valid Certificate of Authority issued by the United States Department of Treasury under 31 U.S.C. Section 9304.

Performance/Payment Bond recording fee is ten dollars (\$10.00) for first page and eight dollars and fifty cents (\$8.50) for each additional page. Submit a check made payable to Gary J. Cooney, Clerk of the Court.

**PERFORMANCE BOND**

BOND NO. \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_  
 Contractor Address \_\_\_\_\_  
 Contractor Address 2 \_\_\_\_\_  
 Contractor Telephone \_\_\_\_\_

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_  
 Surety Address \_\_\_\_\_  
 Surety Address 2 \_\_\_\_\_  
 Surety Phone \_\_\_\_\_

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_) for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS**, Principal has entered into a contract with Obligee for \_\_\_\_\_ Contract No. \_\_\_\_\_ in accordance with drawings and specifications, which contract is incorporated herein by reference and made a part hereof, and is referred to as the Contract.

**NOW THEREFORE, THE CONDITION OF THIS BOND** are such that if Principal:

1. Fully, promptly, and faithfully performs the Contract at the times and in the manner prescribed in the Contract, including all obligations imposed by the Contract documents, specifications, and changes orders;
2. Pays Obligee any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee;
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in Section 713.01, Florida Statutes, as amended, whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond shall be void; otherwise it remains in full force and effect.

BOND NO. \_\_\_\_\_

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in any way affect Surety's obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitations under Section 255.05, Florida Statutes, as amended, shall apply to this bond.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public performance bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

**Contractor, as PRINCIPAL:**

Company: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as to Principal

\_\_\_\_\_  
#2 Witness as to Principal

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally Known OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

(SEAL)



BOND NO. \_\_\_\_\_

**SURETY:**

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as to Surety\_\_\_\_\_  
#2 Witness as to Surety**OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)**\_\_\_\_\_  
#1 Witness as Attorney In Fact\_\_\_\_\_  
#2 Witness as Attorney In FactBy: \_\_\_\_\_  
(As Attorney In Fact)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally Known OR Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

(SEAL)

**PAYMENT BOND****BOND NO.** \_\_\_\_\_**KNOW ALL MEN BY THESE PRESENTS:** that We,

Contractor \_\_\_\_\_

Contractor Address \_\_\_\_\_

Contractor Address 2 \_\_\_\_\_

Contractor Telephone \_\_\_\_\_

(hereinafter called the “Principal”), whose principal business address and telephone number is as stated above; and

Surety \_\_\_\_\_

Surety Address \_\_\_\_\_

Surety Address 2 \_\_\_\_\_

Surety Phone \_\_\_\_\_

(hereinafter called the “Surety”), whose principal address and telephone number is as stated above, a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida; are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the “Obligee”), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 343-9800, in the sum of

\_\_\_\_\_ (\$ \_\_\_\_\_)

for payment of which we bind ourselves, our heirs, our legal representatives, our successors and our assignees, jointly and severally.

**WHEREAS,** Principal and Obligee as Owner have reached a mutual agreement for \_\_\_\_\_ (hereinafter referred to as the “Contract”) which conditions and provisions as are further described in the aforementioned Contract, which said Contract being made a part of this Bond by this reference for the purpose of perfecting this Bond.

**NOW THEREFORE, THE CONDITIONS OF THIS BOND** are such that if Principal:

1. Shall promptly make payments to all claimants as defined in Section 255.05(1), Florida Statutes, as amended, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys’ fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond shall be void; otherwise this Bond remains in full force and effect.

BOND NO. \_\_\_\_\_

**BE IT FURTHER KNOWN AND AGREED TO BY THE PARTIES THAT:**

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, as amended, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2), Florida Statutes, as amended.

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the Contract and hereby satisfies those conditions.

The parties agree that this public bond and any claims instituted under this bond shall be governed by the laws, rules and regulations of the State of Florida and venue shall be in a court of competent jurisdiction in and for Lake County, Florida.

**IN WITNESS WHEREOF**, the above bounded parties have executed this instrument on the day and year below mentioned, the name of each party being affixed and these presents duly signed by its/their undersigned representative(s), pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

**Contractor, as PRINCIPAL:**

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as to Principal

\_\_\_\_\_  
#2 Witness as to Principal

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally Known OR Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

(SEAL)

BOND NO. \_\_\_\_\_

SURETY:

Company: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
#1 Witness as to Surety\_\_\_\_\_  
#2 Witness as to Surety**OR BY ATTORNEY IN FACT (POWER OF ATTORNEY MUST BE ATTACHED)**\_\_\_\_\_  
#1 Witness as Attorney In Fact\_\_\_\_\_  
#1 Witness as Attorney In FactBy: \_\_\_\_\_  
(As Attorney In Fact)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_  
Phone: \_\_\_\_\_

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_.

Personally Known OR Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
(Notary Signature)

(SEAL)

**A.** CONTRACTOR will purchase and maintain at all times during the term of this Contract, 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 the Contract. 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 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:

**i.** 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

**ii.** Automobile liability insurance, including owned, non-owned, and hired autos with the minimum Combined Single Limit of \$1,000,000

**iii.** 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.).

**iv.** 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

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

**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 RFP or 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.

## **EXHIBIT E**

### **FEMA RELATED CONTRACT CLAUSES**

#### **CONTENTS**

A. FEDERAL PARTICIPATION .....	2
B. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT COMPLIANCE .....	2
C. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b)) .....	2
D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT .....	4
E. CLEAN AIR ACT .....	4
F. FEDERAL WATER POLLUTION CONTROL ACT .....	4
G. SUSPENSION AND DEBARMENT .....	5
H. BYRD ANTI-LOBBYING AMENDMENT .....	5
I. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS .....	6
J. PROCUREMENT OF RECOVERED MATERIALS .....	7
K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES .....	7
L. DOMESTIC PREFERENCES FOR PROCUREMENTS .....	9
M. BUILD AMERICA, BUY AMERICA ACT (BABAA).....	9
N. ACCESS TO RECORDS.....	11
O. FEDERAL AWARDDING AGENCY SEAL, LOGO, AND FLAGS.....	11
P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS .....	11
Q. NO OBLIGATION BY FEDERAL GOVERNMENT .....	11
R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS..	11
S. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT .....	11



## FEMA RELATED CONTRACT CLAUSES

The work under this Agreement may be funded in whole or in part by funds provided by a federal grant, including funding from Federal Emergency Management Agency (FEMA). Contractor agrees to comply with any additional specific requirements of a Federal Awarding Agency, such as FEMA, at the time a federal funding source is identified. The following contract provisions are required by Appendix II to 2 CFR, Part 200 ("Uniform Guidance"). During the performance of this contract, the Contractor agrees to comply to the terms below, as may be updated from time to time by the Federal Awarding Agency.

### A. FEDERAL PARTICIPATION

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from this Agreement.

### B. DAVIS BACON ACT & COPELAND ANTI-KICKBACK ACT COMPLIANCE

(FEMA Funded contracts and subcontracts for construction work over \$2,000.00 for construction funded under FEMA's Emergency Management Performance Grant (EMPG), Homeland Security Grant Program (HSGP), Non-Profit Security Grant Program (NSGP), Tribal Homeland Security Grant Program (THSGP), Port Security Grant Program (PSGP), Transit Security Grant Program (TSGP), Intercity Passenger Rail – Amtrack Program (IPR), and Rehabilitation of High Hazard Potential Dam (HHPD) programs).

(1) **Davis-Bacon Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the requirements of 40 U.S.C. 3141–3144, and 3146–3148, as supplemented by Department of Labor regulations (29 CFR Part 5, "**Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction**"). If applicable, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. A copy of the current prevailing wage determination issued by the Department of Labor will be provided for in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**In the event work under this Agreement is covered by Davis-Bacon, Contractor agrees to enter into an amendment including the provisions of 29 CFR 5.5(a)(1)-(11) in full before covered work begins. Further, Contractor agrees to incorporate the provisions of 29 CFR 5.5(a)(1)-(11) in full into any subcontracts entered for the futherance of the work.**

(2) **Copeland "Anti-Kickback" Act.** If required by a Federal Awarding Agency, Contractor agrees to comply with the **Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contractor and the County must report all suspected or reported violations to the Federal awarding agency.

### C. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (29 CFR 5.5(b))

(Federally funded contracts and subcontracts over \$100,000 utilizing mechanics or laborers; the terms "laborers and mechanics includes watchpersons and guards.")

## FEMA RELATED CONTRACT CLAUSES

(1) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$33.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) **Withholding for unpaid wages and liquidated damages.**

a. **Withholding Process.** The County may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this Section, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in [§ 5.2](#)). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. **Priority to withheld funds.** The Department has priority to funds withheld or to be withheld in accordance with 29 CFR 5.5(a)(2)(i) or 29 CFR 5.5(b)(3)(i) of this section, or both, over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

(4) **Subcontracts.** The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (5) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (5) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

## FEMA RELATED CONTRACT CLAUSES

(5) **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

(6) **CWHSSA Records Retention.** In the event that a contract is subject only to CWHSSA and not Davis-Bacon, Contractor and its subcontractors must retain regular payrolls and other basic records during the course of the work and must preserve them for a period of three (3) years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid. Further, the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the County, FEMA, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

### D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

In the event that work provided by Contractor meets the definition of “funding agreement” then the provisions of 37 CFR 401 and FEMA’s implementing regulations shall apply to this Agreement.

### E. CLEAN AIR ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

### F. FEDERAL WATER POLLUTION CONTROL ACT

(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

## **FEMA RELATED CONTRACT CLAUSES**

(2) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the State of Florida, Federal Awarding Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### **G. SUSPENSION AND DEBARMENT**

Applicable to federally assisted contracts and subcontracts greater than \$25,000.

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida and, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

### **H. BYRD ANTI-LOBBYING AMENDMENT**

Contractors who apply or bid for an award of \$100,000 or more, including subcontracts entered into for \$100,000 or more, shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

## FEMA RELATED CONTRACT CLAUSES

### **I. APPENDIX A, 44 C.F.R. PART 18 -CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned [Contractor] certifies, to the best of their knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## FEMA RELATED CONTRACT CLAUSES

### J. PROCUREMENT OF RECOVERED MATERIALS

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#). The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. The Contractor should, to the greatest extent practicable and consistent with the law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable.

### K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

(1) Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause.

(2) Prohibitions.

- a. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- b. Unless an exception in paragraph 3 of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

## FEMA RELATED CONTRACT CLAUSES

- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

### (3) Exceptions.

- a. This clause does not prohibit contractors from providing:
  - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- b. By necessary implication and regulation, the prohibitions also do not apply to:
  - i. Covered telecommunications equipment or services that:
    - 1. Are not used as a substantial or essential component of any system; and
    - 2. Are not used as critical technology of any system.
  - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

### (4) Reporting requirement.

- a. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph 4.b of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- b. The Contractor shall report the following information pursuant to paragraph 4.a of this clause:
  - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - ii. Within ten (10) business days of submitting the information in paragraph 4.b.i of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and



## FEMA RELATED CONTRACT CLAUSES

any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

- (5) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph 5, in all subcontracts and other contractual instruments.

### L. DOMESTIC PREFERENCES FOR PROCUREMENTS

(1) As appropriate and to the extent consistent with law, the Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products).

(2) For the purposes of this section: “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

### M. BUILD AMERICA, BUY AMERICA ACT (BABAA)

The BABAA domestic preference requirements are applicable to infrastructure projects funded under subject FEMA financial assistance program awards issued on or after January 2, 2023, as well as new funding FEMA obligates to existing awards or through renewal awards where the new funding is obligated on or after January 2, 2023. For a list of FEMA programs for which BABAA applies, see [Programs and Definitions: Build America, Buy America Act | FEMA.gov](https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject) (<https://www.fema.gov/grants/policy-guidance/buy-america/programs-definitions#subject>).

(1) **Architectural and/or Engineering Contracts.** Design professionals agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117-58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

(2) Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to County with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the pass-through entity, who will, in turn, forward the disclosures to FEMA.

(3) For FEMA financial assistance programs subject to BABAA, contractors and subcontractors must sign and submit the following certification to the next tier (e.g., subcontractors submit to the contractor;

## FEMA RELATED CONTRACT CLAUSES

contractors submit to the recipient or subrecipient) each bid or offer for an infrastructure project that has not been waived by a BABAA waiver:

### **BUILD AMERICA, BUY AMERICA ACT (BABAA) SELF-CERTIFICATION.**

(To be submitted with each bid or offer for which BABAA applies.)

The undersigned [Contractor] certifies, to the best of their knowledge, that:

The Build America, Buy America Act (BABAA) requires that no federal financial assistance for “infrastructure” projects is provided “unless all of the iron, steel, manufactured products, and construction materials used in the project are produced in the United States.” Section 70914 of Public Law No. 117-58, §§ 70901-52.

The undersigned certifies that for the \_\_\_\_\_ (project name) that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

2. All manufactured products purchased with FEMA financial assistance must be produced in the United States. For a manufactured product to be considered produced in the United States, the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55% of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation.

3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

---

**Signature of Contractor's Authorized Official**

---

**Name and Title of Contractor's Authorized Official**

---

**Date**

## **FEMA RELATED CONTRACT CLAUSES**

### **N. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the County, the State of Florida, the Federal Awarding Agency Administrator, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the Federal Awarding Agency Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
- (4) "In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### **O. FEDERAL AWARDING AGENCY SEAL, LOGO, AND FLAGS**

The Contractor shall not use the Federal Awarding Agency's seal(s), logos, crests, or reproductions of flags or likenesses of agency officials without specific Federal Awarding Agency preapproval.

### **P. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, & EXECUTIVE ORDERS**

This is an acknowledgement that Federal financial assistance will be used to fund the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, Federal Awarding Agency policies, procedures, and directives.

### **Q. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

### **R. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

### **S. LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT**

The following provision applies for contracts where contractor or subcontractor produces copyrightable subject matter for the County under the Federal award. Work that is subject to copyright, or copyrightable subject matter, includes any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works.

## FEMA RELATED CONTRACT CLAUSES

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.

# EXHIBIT F

FHWA-1273 – Revised October 23, 2023

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

## **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

## **8. Reasonable Accommodation for Applicants /**

**Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

## **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

## **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:



(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

*a. Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

*(2) Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

*(3) Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

*(4) Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

*b. Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

*(2) Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDL/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

*(3) Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in [29 CFR part 3](#); and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

*(4) Use of Optional Form WH-347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with



the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*



## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

\*\*\*\*\*

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\* \* \* \* \*

#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

#### **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.