

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA, AND
AFTERMATH DISASTER RECOVERY, INC. FOR
ON-CALL EMERGENCY DEBRIS REMOVAL**

RSQ # 25-918A

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 Aftermath Disaster Recovery, Inc., a Foreign Profit Corporation, its successors and/or assigns (the CONTRACTOR), (each a "Party" and collectively, the "Parties").

WITNESSETH:

WHEREAS, the COUNTY publicly submitted a Request for Statement of Qualification (RSQ) #25-918 seeking firms or individuals qualified to provide on-call emergency debris removal 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 disaster debris removal, reduction, disposal, and other emergency cleanup services following a disaster event and related services ("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 Proposal, attached hereto and incorporated herein as **Exhibit A (Composite)**. 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. All work must be performed in accordance with good commercial practice and in accordance with the project-specific scope of work, including any project documents, and exhibits or attachments thereto; the CONTRACTOR'S project proposal; and this Agreement. The work schedule and completion dates must be adhered to by the CONTRACTOR except in such cases where the completion date will be delayed due to acts of god, strikes, or other causes beyond the control of CONTRACTOR. In these cases, CONTRACTOR shall notify the COUNTY of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the COUNTY, as provided for herein. CONTRACTOR will be solely responsible for obtaining all necessary approvals and permits to complete the Service. CONTRACTOR shall not initiate awarded Projects without an agreed upon scope, proposal, and express direction from the COUNTY in writing.

D. It is hereby made a part of this contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of god that COUNTY shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the COUNTY. CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or other governmental entities as opposed to a private citizen, on a first priority basis. COUNTY expects to pay contractual prices for all goods or services required during an emergency situation. CONTRACTOR shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

E. The CONTRACTOR shall give the work the attention necessary to assure the scheduled progress and shall cooperate fully with the COUNTY and with other contractors on the job site. All work must be done in accordance with the contract documents. 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.

F. 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.

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**. 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**. Agreement prices will prevail for the full duration of the Agreement.

4.2 Invoicing. CONTRACTOR will submit accurate, itemized invoices to the COUNTY on a monthly basis reflecting services actually provided to COUNTY under this Agreement, as described in the Scope of Work, attached hereto as part of **Exhibit A (Composite)**, and as directed by the Project Manager. Under no circumstances shall the invoices be submitted to COUNTY in advance of the delivery and acceptance of the work. All invoices shall be accompanied by 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. Where applicable to the pricing provided in **Exhibit B**, invoices shall be itemized to show the price of the part to CONTRACTOR, the percentage of markup, the total percentage markup cost, and the total of the part. Retention of funds will be held in accordance with the Scope of Work, attached hereto as a part of **Exhibit A (Composite)**.

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. Failure to submit invoices in the prescribed manner will delay payment and CONTRACTOR may be considered in default and this Agreement may be terminated. COUNTY will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within forty-five (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**, 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.

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 furnished.

ARTICLE 6. FACILITIES PROVISIONS.

6.1 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.

6.2 Existing Conditions. The CONTRACTOR acknowledges that it has sufficient understanding of the nature and location of the work; the general and local conditions including, but not limited to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather or similar physical conditions at the site(s); the character of equipment and facilities needed preliminary to and during the completion of the Service. The CONTRACTOR further acknowledges that the CONTRACTOR has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, and conditions of the site(s). Any failure by the CONTRACTOR to acquaint itself with any aspect of the work or with any of the applicable conditions will not relieve the CONTRACTOR from responsibility for adequately evaluating the difficulty or cost of successfully performing the work required, nor will it be considered a basis for any claim for additional time or compensation. The COUNTY assumes no responsibility for any conclusions or interpretations made by the CONTRACTOR on the basis of the information made available by the COUNTY. The COUNTY also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing and incorporated in this Agreement by reference.

6.3 Intent of the Contract Documents.

A. For purposes of this Agreement, the term “contract documents” includes all bid documents, drawings, the Scope of Work, attachments to this Agreement, and provisions within this Agreement, along with any change orders or amendments to this Agreement.

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.

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

6.5 Rentals. Should CONTRACTOR need to rent equipment to complete the assigned work, prior approval from the Project Manager shall be required. The cost of the rental shall be indicated on the estimate and the invoice. CONTRACTOR shall be allowed to assess a percentage of up to fifteen percent (15%) over the cost of the rental. A copy of the rental invoice to CONTRACTOR shall accompany the invoice being submitted to COUNTY. **There will be no allowance for rental if it is reasonably ascertained that the equipment is needed to complete the work as outlined in the scope of work and was not included in the original estimate.**

6.6 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 contract documents.

B. CONTRACTOR agrees that each person listed or referenced in CONTRACTOR'S proposal package provided in response to RSQ # 25-918, 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 **Exhibit D**.

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

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

G. Dress Code & Identification. The CONTRACTOR shall maintain a dress code for their employees with a minimum of shirts, pants, and work shoes/boots, in decent condition, at all times while the work is being performed. Additionally, there may be times in which the COUNTY will require all workers on a particular individual Service to wear ID badges. The COUNTY shall supply the ID badges. If ID badges are necessary, the CONTRACTOR will ensure that all workers employed for that particular Service, whether employed by the CONTRACTOR or a subcontractor, are scheduled, prior to assignment, for an appointment during the COUNTY'S normal working hours with the COUNTY'S Project Manager, to process and receive ID badges. All new workers must be assigned an ID badge prior to starting work for that Service. The CONTRACTOR shall be aware that it may take up to one (1) week to receive ID badges after required information has been received and pictures have been taken.

H. 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.

I. 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.

J. Reports. The CONTRACTOR shall provide an initial report within thirty (30) business days of the start date and then annually for all employees currently being utilized for the Service. All additions and changes must be highlighted in yellow. The COUNTY'S Project Manager will provide a standardized Excel form at contract initiation that will be used. Reports must be provided for the duration of the Service. Reports must be delivered electronically in PDF format to the Lake County Sheriff's Office Representative, the Facilities Maintenance Division Manager, and the COUNTY'S Project Manager. Reports must include the following information: (1) individual's name, birthdate, and driver's license number; (2) identification badge/proximity card number; (3) all facilities where the employee works; (4) all facilities accessible by proximity card or key; (5) the date the identification badge/proximity card was issued; (6) dates of subsequently issued identification badges/proximity cards due to loss, theft, or damage; (7) the date that the individual left employment of CONTRACTOR; and (8) the date the identification badge/proximity card was returned..

K. Worker Dismissal / Leave Reporting

1. The CONTRACTOR shall immediately email the Facilities Maintenance Division Manager and the COUNTY'S Project Manager upon the dismissal or permanent leave of any personnel, subcontractors, and representatives of the CONTRACTOR that are utilized for projects or services for the COUNTY.
2. The CONTRACTOR shall contact the Facilities Maintenance Division Manager to arrange to drop off identification badges, proximity cards, and keys of a dismissed workers within three (3) working days of dismissal or leave.

L. Service Completion

1. At the completion of the Service, the CONTRACTOR shall, within three (3) business days, arrange to meet with the Facilities Maintenance Division Manager to return all identification badges, proximity cards, and keys.
2. The CONTRACTOR will be assessed a \$25.00 fee for each missing identification badge, proximity card, and key in order to reimburse costs incurred by the COUNTY. All fees due will be deducted from the CONTRACTOR'S final invoice.

M. 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.

6.7 Subcontractors.

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

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

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

D. CONTRACTOR shall include with the final invoice a completed CONTRACTOR'S FINAL PAYMENT AFFIDAVIT, a copy of which is attached and incorporated by reference as **Exhibit E (Composite)**. The invoice will not be processed without the form.

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

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

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

In the event of an emergency affecting the safety or protection of persons, or the work or property at a Service site or adjacent to a Service site, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act to prevent threatened damage, injury, or loss. The CONTRACTOR shall contact the COUNTY as soon as possible by telephone and with written notice as soon as feasible after the emergency, but no later than twenty-four (24) hours after the occurrence of the emergency, if the CONTRACTOR believes that any significant changes in the work or variations from the contract documents has occurred. If the COUNTY determines that a change in the contract documents is required because of the action taken in response to an emergency, a change order request will be issued to document

the consequences of the changes or variations. If the CONTRACTOR fails to provide written notice within the twenty-four (24) hour limitation noted above, the CONTRACTOR will be deemed to have waived any right it otherwise may have had to seek an adjustment to the contract amount or an extension to the contract time.

6.10 Safety.

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

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

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

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

E. CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. The CONTRACTOR retains the ultimate responsibility to ensure all work is performed in a manner consistent with all applicable safety standards and directives. **CONTRACTOR is solely responsible for ensuring safety related to any additional or unique hazards due to the nature and location of the work.**

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

G. Omitted.

H. CONTRACTOR must have sufficient and Service appropriate supplies on-site for clean-up. At no time may the CONTRACTOR use COUNTY cleaning supplies or equipment. Upon final completion, the CONTRACTOR shall thoroughly clean-up all areas where work has been involved as mutually agreed with the COUNTY'S Project Manager. **If at any time the CONTRACTOR fails to clean or otherwise restore the work area to acceptable levels, the COUNTY may retain outside 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 restore and inspect the site.**

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

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

- Section 1: Identification;
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;
- Section 7: Handling and storage;
- Section 8: Exposure controls / personal protection;
- Section 9: Physical and chemical properties;
- Section 10: Stability and reactivity;
- Section 11: Toxicological information;
- Section 12: Ecological information;
- Section 13: Disposal considerations;
- Section 14: Transport information;
- Section 15: Regulatory information; and
- Section 16: Other information, including date of preparation or last revision.

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

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

6.12 Maintenance of Traffic.

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

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

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

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

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

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

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

6.13 General Inspection Requirements.

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

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

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

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

this Agreement. If the CONTRACTOR fails to honor the change order, the COUNTY may terminate this Agreement for default.

E. All work performed and all materials furnished must be in conformity with the tolerances indicated in the specifications. In the event the COUNTY'S Project Manager finds the materials or the finished product in which the materials are used and in conformity to the specifications, the COUNTY'S Project Manager will then make a determination if the work will be accepted and remain in place. In this event, the COUNTY'S Project Manager will document the basis of acceptance by a Change Order that will provide for an appropriate deduction as needed in the contract price for such work or materials as the COUNTY'S Project Manager deems necessary to conform to the determination based on the COUNTY'S Project Manager's professional judgment.

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

6.14 Service Materials and Storage.

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

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

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

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

6.15 Time for Completion and Extensions.

A. A written Notice to Proceed is required for the CONTRACTOR to schedule or begin work. Purchase Orders will be issued for Services to the CONTRACTOR. Issuance of a Purchase Order is not a directive to begin work unless otherwise specified. Email notice is acceptable.

B. The CONTRACTOR shall diligently pursue the completion of the work and coordinate the work being done on the Service by its subcontractors and material suppliers, as well as coordinate the CONTRACTOR'S work with the work of other contractors so that the CONTRACTOR'S work or the work of others will not be delayed or impaired. The CONTRACTOR will be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the work under the contract documents. The time for completion requirements are contained in **Article 3.3** above.

C. Should the CONTRACTOR be obstructed or delayed in the completion of the work as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to the CONTRACTOR'S fault or neglect, the CONTRACTOR shall notify the COUNTY in writing within twenty-four (24) hours after the commencement of such delay, stating the cause or causes of the delay, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.

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

6.16 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.

6.17 Sales Tax Recovery Program. In accordance with Section 212.08(6), Florida Statutes, and Rule 12A-1.094, Florida Administrative Code, the COUNTY is tax exempt when it purchases tangible personal property for use in public works projects, subject to certain restrictions. In the event this project is declared a sales tax recovery project by the COUNTY, the following procedures will apply:

A. The COUNTY, through its Project Manager, shall determine whether the COUNTY will directly purchase certain materials required for the Work.

B. If requested by the Project Manager, the CONTRACTOR shall prepare a list of proposed items that may be desirable for COUNTY direct purchasing. Proposed items will be items that are purchased in a single order from a single vendor with a value greater than \$10,000. Upon reviewing this list, the COUNTY will determine whether it will directly purchase certain materials. The COUNTY shall notify the CONTRACTOR in writing of the specific materials which are intended to be purchased.

C. Within ten (10) calendar days from receipt of the written notice described in Article 4.16.B, the CONTRACTOR shall advise the COUNTY in writing of: (a) the date upon which the materials must be on-site according to the construction schedule approved at that time, (b) the date that the CONTRACTOR directs that the COUNTY place the order for the described materials, (c) the location to

which the materials are to be delivered, and (d) any other particular details of the order which the CONTRACTOR requests that the COUNTY include in the Purchase Order to the vendor.

D. The COUNTY may, but is not required to, provide the CONTRACTOR with the proposed Purchase Order for the materials. In that case, the CONTRACTOR shall review the Purchase Order for compliance with the construction documents, including, without limitation, the plans, specifications, and construction schedule. Within five (5) calendar days from the receipt of the proposed Purchase Order, the CONTRACTOR shall provide the COUNTY with written approval of the Purchase Order or shall provide written revisions to the Purchase Order, in order that the materials and the delivery will comply with the Construction Documents, including, without limitation, the plans, specifications and Construction Schedule.

E. The COUNTY will place the Order for the materials with the vendor.

F. The COUNTY will take title to those materials directly from the vendor and will bear the risk of loss or damage to the materials which are delivered by the vendor through the time that the materials are delivered to the location designated by the CONTRACTOR. After the materials are delivered to the location designated by the CONTRACTOR, the CONTRACTOR will have full responsibility for their storage, protection, risk-of-loss, and installation pursuant to the construction documents, including, without limitation, the plans, specifications, and construction schedule.

G. The vendor will invoice the COUNTY directly for the materials purchased from the vendor. The COUNTY shall pay the invoices for the materials directly, presenting its sales tax exemption certificate to each vendor at the time of payment.

With respect to the materials specifically designated by this section, the CONTRACTOR will be relieved only of its responsibilities to place the order for the subject materials, to pay for the materials and to insure the materials against loss through the date that they are delivered to the location designated by the CONTRACTOR. Otherwise, nothing in this Agreement will revise or modify the CONTRACTOR'S responsibilities set forth in this Agreement, including, without limitation, the responsibility to schedule the timely ordering and delivery of the materials purchased under this Agreement, the management of the materials once delivered or the incorporation of the materials into the Service, as provided in the construction documents, including, without limitation, the plans, specifications and construction schedule.

THE PURPOSE OF THE SALES TAX RECOVERY PROGRAM IS TO ACHIEVE COST SAVINGS FOR THE COUNTY. THE COST OF ANY MATERIALS PURCHASED THROUGH THE SALES TAX RECOVERY PROGRAM WILL BE DEDUCTED FROM THE CONTRACT AMOUNT. ALL SAVINGS REALIZED BY THE SALES TAX RECOVERY PROGRAM WILL INURE TO THE BENEFIT OF THE COUNTY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ADJUST ANY SUBCONTRACTS ACCORDINGLY.

The COUNTY and CONTRACTOR shall execute a written change order described in this Agreement and approved in accordance with the COUNTY'S policy and the Change Order will become a part of the contract documents as provided in this Agreement. The CONTRACTOR'S fee will be calculated on the basis that the CONTRACTOR, rather than the COUNTY, procured the materials. Therefore, for purpose of calculating the fee, the total of subcontractor and supplier costs will include payments made by the COUNTY under this program. The calculation of the fee in this manner will provide, among other things, specific supplemental consideration for the provisions of this Article.

6.18 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.

6.19 Acceptance of the Work and Final Payment.

A. The work delivered and services rendered under this Agreement will remain the property of the CONTRACTOR and will not be deemed complete until a physical inspection and actual usage of the Service is accepted by the COUNTY and will be in compliance with the terms of this Agreement, fully in

accord with the specifications and of the highest quality. Any goods or services purchased under this Agreement may be tested/inspected for compliance with the specifications listed.

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

C. 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 **Article 4** of this Agreement, and after the CONTRACTOR has agreed in writing to accept the balance due, as determined by the COUNTY, as full settlement of the account under the contract and of all claims in connection with the invoice. Occupancy by the COUNTY alone does not constitute final acceptance.

D. 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.

E. 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.

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

6.20 Warranties.

A. 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.

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

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

D. If sod is used as part of an individual Service, it will be warranted to be free of noxious and invasive weeds, disease, and insects. If pests or noxious weeds manifest themselves within sixty (60) days of placement of the sod, CONTRACTOR will treat the affected areas. The process for treating these areas will be approved by the COUNTY. If the sod does not meet any of the required specifications, CONTRACTOR will be responsible to replace it at no expense to the COUNTY. It will be the responsibility of CONTRACTOR to ensure the sod is sufficiently established as described as specified in the Scope of Services, plans, or specifications. This will include watering the sod on a regular basis as needed to keep it alive until established. Established will be considered as being sufficiently rooted, as determined by the COUNTY Project Manager, into the surface that it was installed. If the sod dies or does not become established CONTRACTOR will be responsible for the replacement at no cost to the COUNTY.

E. CONTRACTOR will be responsible for promptly correcting all apparent and latent deficiencies or defects in work, regardless of the project completion status, at no cost to the COUNTY, within five (5) calendar days after the COUNTY notifies CONTRACTOR of such deficiency either verbally or in writing. If CONTRACTOR fails to honor the warranty or fails to correct or replace the defective work or items within the period specified, the COUNTY may, at its discretion, notify CONTRACTOR in writing that CONTRACTOR may be debarred as a COUNTY vendor, and become subject to contractual default if the corrections or replacements are not completed to the satisfaction of the COUNTY within five (5) calendar days of receipt of the notice. If CONTRACTOR fails to satisfy the warranty within the period specified in the notice, the COUNTY may (a) place CONTRACTOR in default of its agreement and (b) procure the products or services from another source and charge CONTRACTOR for any additional costs that are incurred by the COUNTY for this work or items, either through a deduction from the final payment, credit memorandum, or through invoicing. If the Contractor fails to honor this invoice or credit memo, the County may terminate the contract for default.

6.21 Liquidated Damages.

A. Unless otherwise agreed to, weather events are specifically excluded as excused cause for delay under this Agreement and no additional days will be given for rain days. If the deficiencies have been noted and the remedies have not been completed within the contracted time or per the Scope of Work, the

COUNTY may send out a notification notifying the CONTRACTOR of an assessment of Liquidated Damages.

B. The COUNTY and the CONTRACTOR recognize that, since time is of the essence for this Agreement, the COUNTY will suffer financial loss if the work is not completed per the Scope of Work and within the times specified. The COUNTY will be entitled to assess, as Liquidated Damages, but not as a penalty, for CONTRACTOR'S failure to complete the requirements set forth in the Scope of Work. 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.

C. The Liquidated Damages will be as set forth in the Scope of Work, attached hereto as part of Exhibit A (Composite).

D. The COUNTY will retain from the compensation to be paid to the CONTRACTOR the above-described sum. If CONTRACTOR is in default for not completing the Service within the time specified, the COUNTY may require CONTRACTOR to stop work on any other project or service to the COUNTY until the Service specific in this Agreement is complete and the Liquidated damages sum is satisfied.

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

6.23 Submittals and Equal Products.

A. Submittals of products required for the Service assigned to the CONTRACTOR under this Agreement, must be supplied to the COUNTY for pre-approval prior to the start of the work. These documents must be provided to the COUNTY at least one (1) week before the installation.

B. If a product or service requested by the COUNTY for the Service has been identified in the specifications by a brand name, and has not been notated as a "No Substitute," item, such identification is intended to be descriptive and not restrictive, and is to indicate the quality and characteristics of product or service that will be acceptable. If the CONTRACTOR offers an alternate product or service for consideration, such product must be clearly identified by the CONTRACTOR to the COUNTY. The COUNTY shall make a determination whether the alternate meets the salient characteristics of the specifications. An alternate product will not be considered for any item notated "No Substitute."

C. Unless the CONTRACTOR clearly indicates in its response that it is proposing an alternate product, the response will be considered as offering the same brand name referenced in the specifications. If the CONTRACTOR proposes to furnish an alternate product or service, the brand name of the product or service to be furnished must be clearly identified. A formal submittal for the alternate/shop drawings must be submitted. The evaluation of the alternate and the determination as to acceptability of the alternate product or service will be the responsibility of the COUNTY and will be based upon information furnished by the CONTRACTOR. The COUNTY will not be responsible for locating or securing any information

which is not included in the CONTRACTOR’S response. To ensure that sufficient information is available, the CONTRACTOR will furnish as part of the bid or proposal all descriptive material by providing the manufacturer specification sheets so the COUNTY can make an informed determination whether the product offered meets the salient characteristics required by the specifications. Failure to do so will require the use of the specified products.

6.24 Fees. The following is a list of fees that may be assessed to CONTRACTOR during the term of this Agreement. These fees are assessed to help offset the additional costs associated with the COUNTY’S labor and vehicle usage required for unnecessary inspections or missed appointments. The \$80.00 fee shown below is a re-inspection fee for uncorrected workmanship. The fee will be applied to the third inspection and for any subsequent inspections. Any re-inspection fee charged to the COUNTY by other agencies having jurisdiction over the Service, will additionally be charged back to CONTRACTOR. The fees, if any, will be deducted from the final invoices.

Missing scheduled appointments	\$70.00 each occurrence
Failure to respond to emergency calls	\$250.00 per day
Late to emergency calls	\$36.00 per hour
Inspected unacceptable workmanship	\$80.00 each inspection
Failure to provide any and all required documentation or reports	\$75.00 per day
Failure to pass all inspecting authority re-inspections (within 30 days of initial inspection)	\$250.00 per day

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

6.26 Business Hours of Operation. Hours of operation will be as provided for in the Scope of Work, attached hereto as part of **Exhibit A (Composite)**.

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

Furthermore, the CONTRACTOR shall repair or replace any portion of any of the COUNTY’S facility, whether interior or exterior, damaged by reason of the CONTRACTOR’S operation within the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the required services and charge the costs of such services back to the CONTRACTOR. All items within a facility belonging to third-parties, or to commissioners, officers, employees, lessees, invitees, or agents of the COUNTY, including, but not limited to, personal items and furniture, must either be repaired

or replaced by the CONTRACTOR, at the CONTRACTOR'S expense, in a manner prescribed by, and at the sole satisfaction of the COUNTY. The CONTRACTOR shall re-grade and re-sod any areas that are disturbed by the CONTRACTOR during the course of the work being completed.

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

6.29 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

ARTICLE 7. GENERAL TERMS AND CONDITIONS.

7.1 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.

7.2 Assignment of Agreement. This Agreement shall not be assigned or sublet except with the written consent of the Lake County Procurement Services Director. No such consent shall be construed as making the COUNTY a party to the assignment or subcontract or subjecting the COUNTY to liability of any kind to any assignee or subcontractor. No assignment or subcontract shall under any circumstances relieve CONTRACTOR of liability and obligations under this Agreement and all transactions with the COUNTY

must be through CONTRACTOR. In the event CONTRACTOR is acquired in whole or in part by another entity, including any takeovers effectuated by a stock buyout, or similar acquisition process, CONTRACTOR shall notify the COUNTY immediately, and in no case more than thirty (30) days after to the effective date of the acquisition. The COUNTY shall have the option of terminating this Agreement in the event the acquiring entity does not meet with the COUNTY'S approval. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Any acquisition or hostile takeover may result in termination of this Agreement for cause. Failure to submit timely notification to the COUNTY may result in a material breach of this Agreement and termination by the COUNTY or assessment of a processing fee.

7.3 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 F**, attached hereto and incorporated herein, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the COUNTY, insuring the CONTRACTOR against any and all claims, demands, or causes of action, for injuries received or damage to property relating to the performance of duties, services, or obligations of the CONTRACTOR under the terms and provisions of this Agreement.

7.4 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.

7.5 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.

7.6 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.

7.7 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.

7.8 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.

7.9 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.

7.10 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.

7.11 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.

7.12 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.

7.13 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.

7.14 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

7.15 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.

7.16 Omitted.

7.17 Omitted.

7.18 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). 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.

7.19 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.

7.20 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.

7.21 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.

7.22 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.

7.23 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.

7.24 Omitted.

7.25 Omitted.

7.26 Omitted.

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

7.28 Omitted.

7.29 Omitted.

7.30 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.

7.31 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, Florida Statutes, 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.

7.32 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.

7.33 Omitted.

7.34 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.

7.35 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

7.36 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 (6) 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.

7.37 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.

7.38 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.

7.39 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 three complete calendar years after the Service has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of this Agreement, the CONTRACTOR will appoint a records custodian to handle any records request and provide the custodian's name and telephone numbers to the COUNTY.

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

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

c. IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT LAKE COUNTY OFFICE OF PROCUREMENT SERVICES, 315 WEST MAIN STREET, P.O. BOX 7800, TAVARES, FL 32778 OR AT 352-343-9424 OR VIA EMAIL AT PURCHASING@LAKECOUNTYFL.GOV.

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

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

7.40 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.

7.41 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.

7.42 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.

7.43 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).

7.44 Force Majeure. Except as otherwise provided herein, 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.

7.45 Omitted.

7.46 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.

7.47 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.

7.48 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.

7.49 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.

7.50 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.

7.51 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.

7.52 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.

7.53 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.

7.54 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** affirming compliance with human trafficking laws.

7.55 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.

7.56 Contracts for Goods or Services Related to Emergency Response (Section 252.505, Florida Statutes). In addition to any liquidated damages provisions which may be included herein and without waiving any legal and equitable remedies available to COUNTY, in the event of a breach of this Agreement by CONTRACTOR during an "emergency recovery period," CONTRACTOR shall also be required to pay COUNTY a \$5,000 statutory penalty for each breach of this Agreement, pursuant to Section 252.505, Florida Statutes. The term "emergency recovery period" means a 1-year period that begins on the date that the Governor initially declared a state of emergency for a natural emergency

7.57 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 arranging 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 8. 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.

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

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

8.2 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 9. MISCELLANEOUS PROVISIONS.

9.1 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.

9.2 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.

9.3 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.

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

9.5 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.

9.6 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.

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

9.8 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.

9.9 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.

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

If to CONTRACTOR:

Aftermath Disaster Recovery, Inc.
1826 Honeysuckle Lane
Prosper, Texas 75078

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

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 10. SCOPE OF AGREEMENT.

10.1 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.

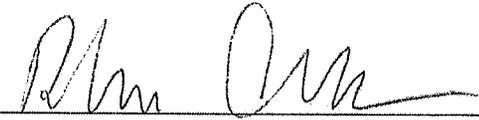
10.2 This Agreement includes the following exhibits, all of which are incorporated in this Agreement:

- Exhibit A (Composite)..... Scope of Services, Addenda, Submittal Forms, Hazardous Stump Worksheet, Proposal (77 pages).
- Exhibit B Pricing Schedule (13 pages).
- Exhibit C Performance and Payment Bond (7 pages).
- Exhibit D..... Contractor's Team Composition (1 page).
- Exhibit E (Composite) Contractor's Payment Affidavit (1 page).
- Exhibit F Insurance Requirements (2 pages).
- Exhibit G FEMA Required Contract Clauses (12 pages)
- Exhibit H..... FHWA Required Contract Clauses (Form-1273) (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

AFTERMATH DISASTER RECOVERY, INC.



Adam Gonzalez, Director of Business Operations

This 12th day of January, 2026.

COUNTY

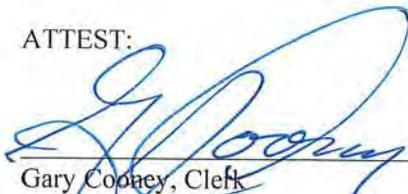
LAKE COUNTY, FLORIDA, through its
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 25th day of February, 2026.

ATTEST:



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



Approved as to form and legality:



Melanie Marsh
County Attorney

COMPOSITE EXHIBIT A

EXHIBIT F - HAZARDOUS STUMP EXTRACTION/REMOVAL ELIGIBILITY 25-918

STUMP CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

EXHIBIT F - HAZARDOUS STUMP EXTRACTION/REMOVAL ELIGIBILITY 23-912

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

HAZARDOUS STUMP WORKSHEET

Applicant: _____

Date: _____

Applicant Representative: _____

Signature: _____

FEMA Representative (if available) _____

Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		U.S. National Grid (USNG) Location	Tree Size (Diameter)	Eligible		Fill For Debris Stumps CY	Comments (See attached sketch, photo, etc.)
			Yes	No			Yes	No		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										



Tab 1: Vendor Profile

August 28, 2025

Lake County Office of Procurement Services
P.O. Box 7800
315 W. Main St., Suite 416
Tavares, FL 32778

Re: RSQ #25-918

Dear Selection Committee,

Aftermath Disaster Recovery is small enough to offer dedicated service to our clients, and large enough to execute complex projects. In response to Lake County's RSQ # 25-918 – On-Call Emergency Debris Removal Services, we are pleased to offer our services. Our specialty is removing debris in a quick and orderly manner, and our values dictate that we execute our work with excellence. Our goal and underlying philosophy is to have a happy, satisfied client. In order to accomplish that, our owners take the time to make sure our team delivers a finished product that will satisfy Lake County. We are committed to performing and completing the services Lake County requests in a professional and timely manner.

For over a decade, Aftermath has helped communities cleanup from events both large and small. We recognize that no two events are the same, and that's why we focus on each community's specific needs. When an event occurs, Aftermath will work with Lake County to develop a clean-up approach that addresses the areas most important to your community. Our nimble team allows for flexibility in our process that can be easily tailored based on your specific needs following a disaster.

Aftermath Disaster Recovery, Inc. was formed in Texas in 2013, but our principals have been working in the disaster recovery industry since 2004. Aftermath is a certified HUB contractor in the State of Texas and a certified specialty marine contractor in the State of Florida. We have no wholly owned subsidiaries, affiliated companies, joint ventures or strategic alliances with any other companies.

Our leadership draws on over a combined 50 years of experience working every major natural disaster since Hurricane Charlie. The ownership of Aftermath includes the husband-and-wife team of Obie and Melanie Corley, who have a strong working relationship with each of our clients. We listen to your needs and apply our expertise to help you accomplish each of your priorities.

We understand the importance Lake County is placing on our past experience and financial capabilities. We have the knowledge, expertise, and diligence to exceed your expectations.

We have a substantial inventory of owned equipment and an employee-based labor force to tackle projects of any size with a quick response capability. From land-based loader trucks and skid-steers to shallow draft loader barges and environmentally low-impact marsh buggies, we work to restore our communities on the land and on the water while preserving our environment. Our specialized equipment has enabled us to clear thousands of miles of waterways, and thousands of acres of delicate marshlands with great care.

Because we perform the majority of our own work rather than subcontracting our work, we are experts in disaster debris removal, accurately gauging the amount of time and effort a project will require, and effectively planning and executing the most efficient approach to the job. We also yield the highest quality results because we run our own crews, and we take pride in the quality of our work.

We want to ensure all clients benefit from our personalized attention and quickly support you when an event occurs. We view all of our clients as true partners who depend on us when disaster strikes, so we guarantee that you will never feel like another number on somebody's client list.

Owners Melanie Corley and her partner Obie Corley are closely involved in every project because we understand the complexity and difficulty of recovering from an event. We employ best practices for emergency debris removal and then we tailor each project to its specific needs. We would be honored to use the skill and experience we have gained over the years to serve Lake County.

Sincerely,



Adam Gonzalez
Director of Business Operations

Aftermath Disaster Recovery, Inc.
1826 Honeysuckle Ln
Prosper, TX 75078
Adam@AftermathDisaster.com

Executive Summary

For nearly every community hit by a disastrous event, the one scenario leaders want to avoid is chaos. After a disastrous event, it is critical that your community begins to recover as soon as possible. Aftermath Disaster Recovery, Inc. ("Aftermath"), is ready to jump in and serve Lake County in accomplishing your priorities. We understand and appreciate Lake County's emphasis on the importance of a timely response and quick recovery and the need for FEMA proficiency. Aftermath is well-prepared to cover all aspects of the scope of work laid out in RSQ # 25-918.

The Aftermath Approach

Aftermath's approach to supporting Lake County stands out in three main areas: 1) personal attention 2) our policy of having a pre-planning meeting within 60 days of an award and 3) our company-owned equipment and employee-based labor force.

- 1. Personal Attention.** We are a family-owned business with a decades-long history. Our commitment is to understand your needs and priorities as you serve your community in its recovery efforts. Our top leadership is on-call 24/7.
- 2. Meeting within 60 Days of an Award to Establish a Written Plan.** Building relationships with our clients ensures a successful recovery. Our pre-planning meeting serves multiple objectives: to understand your community's needs, determine a central location for our mobile operations center, establish adequate staging areas, identify potential DDMS sites, create a mapping plan, estimate asset needs for different levels and types of disaster, and prepare processes to ensure maximum FEMA reimbursement. Our pre-planning meeting guarantees that there are no delays in getting Lake County on the road to recovery.
- 3. Aftermath's Company-Owned Equipment and Labor Force.** Aftermath maintains a large inventory of owned equipment that is ready-to-use the minute an event occurs. This equipment includes our land-based self-loading trucks that have a 160+ CY capacity and skid steers for each truck. These large capacity trucks with trailers can remove debris faster and with more efficiency than smaller units, ensuring Lake County receives the fastest debris removal process possible. In addition to this equipment, our team of experienced employees are trained on our quality-focused approach, and because they are full-time employees, they are adept at debris removal operations, which allows for quick-response capability to support Lake County.



1,000,000+ Cubic Yards of Debris Removed with Aftermath's own labor force
100% Contracts finished at or below budget and on schedule

Why Aftermath for Lake County

In addition to our approach, Lake County will benefit from choosing Aftermath due to:

- **Rapid Response.** Because Lake County would hold a pre-event contract, our owned assets would be dedicated to your service. This means that at least ten 170 CY trucks and trailers could be immediately mobilized in less than twenty-four hours.
- **Reliable Expertise.** From the owners to our staff on the ground, our hands-on approach ensures that Lake County always has an expert who can provide you personalized attention and industry expertise.
- **Proven History.** Since its founding, Aftermath has worked on projects large and small. Our results speak for themselves: to date, we have removed over 1,000,000 cubic yards of debris entirely with our own labor force (not subcontractors).
- **Demonstrated Performance.** Our approach to projects works: 100% of Aftermath's contracts have been finished at or below budget and within schedule, and we have a litigation-free history.

From our company-owned equipment to our FEMA-certified experts to our organized approach and communication style, Lake County can trust that with Aftermath, you receive a partner who can get the job done right when you need it most. When an event occurs, we will be here, ready to serve you to help your community recover.

"Please thank your team for the professionalism they showed while working on our property. It is rare that I have a team working on our property and I do not receive some sort of negative comment from a resident, i.e. trash left behind, loud music, bad language, or something. Your men were professional and respected our residents as well as our property."

Clarice C., CAM
Tropicana Co-Op, Inc.



2Aftermath Disaster Recovery, Inc.

<i>Our primary address is</i>	<i>Our operation's base is located</i>
1826 Honeysuckle Ln. Prosper, TX 75078.	1095 Willy Vester Ln. Van Alstyne, TX 75495

- Aftermath Disaster Recovery, Inc. was formed as a corporation under the laws of Texas on July 22, 2013.
- We are a Texas state-certified HUB contractor that is 100% owned by Melanie Corley, its President.
- We have no wholly owned subsidiaries, affiliated companies, joint ventures or strategic alliances with any other companies.
- Aftermath has a labor force of forty employees, most of whom travel for our deployments. They are all based in Texas.

Ownership of Aftermath Disaster Recovery, Inc.



■ Melanie Corley

From our leadership team to our project managers to our team on the ground, every aspect of Aftermath’s organization focuses on helping Lake County to quickly recover after an event. The expertise of our team makes this possible. All project managers are FEMA-certified, as are many of our on-the-ground employees. The company owners are personally involved in every project and are available to you to ensure your needs are met. To maintain the best quality and consistency in our work for Lake County, we use our own employees to complete your project where possible. All of these factors result in a strong team ready to serve your community the moment disaster strikes.

The point of contact for this solicitation is

Adam Gonzalez | Director of Business Operations

1826 Honeysuckle Ln.
 Prosper, Texas 75078

(972) 984-8969

Adam@AftermathDisaster.com



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.

Aftermath Disaster Recovery, Inc.

PROJECT NAME: Hurricane Ian
Agency: Charlotte County, FL
Address: 18500 Murdock Circle, Suite 344
City, State, Zip code: Port Charlotte, Florida 33948-1094
Contact Person: Karen Bliss
Title: Projects Maager
Email: karen.bliss@charlottecountyfl.gov
Telephone: (941) 575-3642
Project Cost: \$15,009,406

Contract Start and End Dates: 5/15/2023 – 1/25/2024

SCOPE of Project (list tasks, outlines or descriptions of items): Prime Contractor for the removal, hauling, and disposal of trees, logs, stumps, brush, and other rubbish in waterways, canals, drainage ditches, and retention ponds, funded by the NRCS. Removed 39,651 tons.

PROJECT NAME: Hurricane Helene and Milton

Agency: Saint Pete Beach, FL
Address: 155 Corey Avenue,
City, State, Zip code: St. Pete Beach, FL 33706
Contact Person: Brian Gelock
Title: Engineering Technician
Email: bgelock@stpetebeach.org
Telephone: (727) 363-9242
Project Cost: \$4,100,000

Contract Start and End Dates: 9/30/2024 – 12/26/2024

SCOPE of Project (list tasks, outlines or descriptions of items): Prime Contractor for removal, hauling, and disposal of storm debris, including large quantities of C&D debris due to flooding from storm surge. Removed 225,402 CY.

PROJECT NAME: Hurricane Ian

Agency: Lee County, FL
Address: 1500 Monroe St 4th FL
City, State, Zip code: Ft Myers, FL 33901
Contact Person: Phil Gillogly
Title: Surface Water Manager
Email: pgillogly@leegov.com
Telephone: (239) 850-2636

Project Cost: \$12,800,000.00 - 218,000 CY

Contract Start and End Dates: 11/20/2022 – 12/20/22; 6/26/2023 – 9/30/2023

SCOPE of Project (list tasks, outlines or descriptions of items): Prime Contractor for NRCS funded cleanup of storm debris by the removal, hauling, and disposal of trees, logs, stumps, brush, tops, blockages, and rubbish generated from waterways, canals, and drainage ditches. Coordinated with all community and project stakeholders.

PROJECT NAME: Hurricane Beryl

Agency: Harris County Flood Control District, TX

Address: 9900 Northwest Fwy,

City, State, Zip code: Houston, TX 77092

Contact Person: Don Wallin

Title: (281) 677-7107

Email: donald.wallin@hcfed.hctx.net

Telephone: (281) 677-7107

Project Cost: \$14,059,490

Contract Start and End Dates: 7/22/2024 – 12/30/2024

SCOPE of Project (list tasks, outlines or descriptions of items): Prime Contractor for removal, hauling, and disposal of storm Debris removal following Hurricane Beryl in over 2700 miles of canals and ditches across the district. Removed 54,357 tons.

PROJECT NAME: Oyster Creek Desnagging

Agency: Brazoria County, Texas

Address: 451 N. Velsco St #230

City, State, Zip code: Angleton, TX 77515

Contact Person: Clay Forister

Title: Project Manager

Email: ClayF@brazoria-county.com

Telephone: (979) 864-1267

Project Cost: \$4,314,248

Contract Start and End Dates: 4/6/2020 - 7/31/2020

SCOPE of Project (list tasks, outlines or descriptions of items): Prime Contractor for HUD CDBG-DR/TXGLO funded storm debris removal, hauling, reduction, and site management for Oyster Creek Desnagging project.



**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) Adam Gonzalez, who, after being firstduly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) Director of Business Operations of (Business Name) Aftermath Disaster Recovery, Inc. 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.

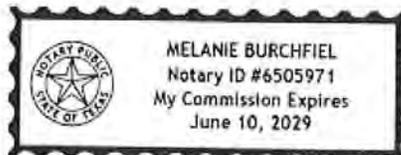
Signed and Delivered on the 27th day of August, 2025.

BY: Adam Gonzalez
Signature of Affiant

Adam Gonzalez
Printed Name

STATE OF Texas
COUNTY OF Collin

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this 27th day of August, 2025, by Adam Gonzalez, who is personally known to me or has produced identification (type): Drivers License.



Digitally signed by Melanie Burchfiel
Date: 2025.08.27 16:52:07 -05'00'
Melanie Burchfiel
(Notary Signature)

(SEAL)

Owner and President

Melanie Corley, **President and 100% owner**

Melanie Corley has extensive experience in serving the needs and issues inherent in disaster recovery and remediation. She actively develops unique strategies to respond to and provide unmatched service to our clients. Her effective communication lays the groundwork necessary to ensure goals are met and clearly defined for a well-working partnership, and she has developed strong relationships with local partners in the clean-up efforts.

She holds both a Juris Doctorate and a Bachelor of Business Administration from the University of Texas at Austin. Melanie is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Melanie Corley has been with Aftermath since its inception in 2013.

Program Manager

Obie Corley, **Vice President**

Obie Corley is one of the foremost experts in all phases of disaster recovery operations including removal, reduction, recycling, disposal, and restoration. He knows how to quickly mobilize a team and manage multi-site recovery contracts while still maintaining a personal interest in each project.

Obie has a fundamental understanding of environmental and economic recovery and can restore sites under strict compliance and awareness of FEMA, DOT, OSHA and other agency standards. He is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Obie Corely has been a part of the disaster recovery industry for over twenty years and has been with Aftermath since its inception in 2013.



Robert Obie Corley

Vice President

972-567-1489

Obie@aftermathdisaster.com

Disaster Recovery Experience

Vice-President | Aftermath Disaster Recovery | From 2013-Present

1826 Honeysuckle Ln

Prosper TX 75078

Serves as subject matter expert, project manager supervisor, subcontractor manager, and field supervisor. Develops and manages Aftermath's fleet, oversees field operations, attends construction meetings, and manages day-to-day operations in the field. Oversees training, permitting, safety, and effectively supervises logistically challenging projects.

Skills Profile

Field Experience

Over twenty years of experience working in the disaster relief industry.

Management Experience

Management of over 50 disaster recovery projects involving reimbursement from FEMA and other federal and state agencies from projects that include debris resulting from hurricanes, tornadoes, floods, ice storms, and wind storms. Successfully executed several reef construction projects. Expertise includes efficient debris removal from environmentally sensitive and logistically challenging areas.

Logistics

Leads Aftermath Disaster Recovery, Inc. in planning logistically challenging disaster relief efforts. Recognized for executing difficult projects where other contractors have previously failed. There is no project for which Obie cannot craft the most economically viable and logistically sound solutions.

Industry Skills

Identifies and solves logistical challenges. In-depth experience leads to accurate analysis of project needs. Effective pre-planning meetings and efficient execution of projects aids with client relationships. Conveys solutions with clear communication skills between field operations and client.

Certifications

Intro to Incident Command System, Basic Incident Command System for Initial Response, First Aid and CPR

2024

Hurricane Beryl - Storm Debris Removal and Disposal Services for Harris County, TX
Tornado - On Call Debris Collection Services for Dallas, TX
Hurricane Ian - Waterway clearing for SW Florida Water Management District

2023

Hurricane Idalia - Waterway Clearing in the Suwanee River, FL
Hurricane Ian - Waterway clearing for Charlotte County, FL
Hurricane Ian - Waterway, canal, drainage ditch cleaning in Lee County, FL
Ice Storm - ROW clearing in Austin, Texas
Bulk Debris collection for Dallas, Texas

2022

Hurricane Ian
Tidally impacted waterway debris removal in Lee County, FL FDEM project
Storm debris removal from waterways for Lee County, FL
ROW clearing in North Port, Florida
On-Call - Bulk debris collection in Austin, Texas
Hurricane Ida - debris cleaning in waterways of Terrebonne Parish, Louisiana

2020-2021

Hurricane Ida
ROW debris cleaning in Terrebonne Parish, LA
Debris removal in waterways of Lafourche and St. Charles Parish, LA
Various - projects for Northwest Florida Water Management
Hurricane Laura - Waterway Debris removal/hauling for Orange County, TX
Hurricane Michael - Beach debris removal and sea oat planting for Dog Island, Florida
Hurricane Sally - ROW debris removal in Escambia County, FL

2018-2019

Hurricane Harvey
Oyster Creek Desnagging project for Brazoria County, TX
Cow Bayou storm debris clean up for Orange County Drainage District, Texas
Adams Bayou waterway debris removal
Spring Creek and Greens Bayou waterway debris removal
Buffalo Bayou and Cypress Creek Debris clean up for Harris County Flood Control, Texas
TS Imelda - ROW and C&D debris removal in Harris County
Hurricane Michael
Econfina Creek waterway debris removal from Lee County waterway debris removal from various waterways
ROW clearing in Jackson County, FL
Hurricane Irma - Debris clean up from canals for Lee County - East Mulloch Drainage District, Florida

2013-2017

Hurricane Irma - ROW debris removal in Apopka and Wellington, FL
Hurricane Harvey - ROW and waterway removal projects in Texas
Hurricane Matthew - ROW clean up in South Carolina, Florida, North Carolina
Hurricane Sandy - Wildlife refuge marshland debris removal project and waterway debris removal project in New Jersey
Hurricane Isaac - waterway debris in Livingston Parish, LA
Maintenance for TX DOT clearing waterborne debris in the San Jacinto River
Florida Fish and Wildlife artificial reef construction
Tornadoes and floods in Texas, Louisiana, and Alabama
Reef Construction for Florida Department of Aquaculture



Florida License

Ron DeSantis, Governor Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



KANE CORLEY, MELANIE
AFTERMATH DISASTER RECOVERY, INC
1826 HONEYSUCKLE LN
PROSPER TX 75078

LICENSE NUMBER: SCC131151805

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





Tab 2: Forms

The undersigned hereby declares: *Click or tap here to enter text.* 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 **ON-CALL EMERGENCY DEBRIS REMOVAL 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.

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

Vendor requests more information about accepting ePayables for payment: NO

Vendor accepts MasterCard for payment: YES

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. YES

6.0 CERTIFICATION REGARDING BACKGROUND CHECKS

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

7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

County does not establish specific goals for minority set-asides however, participation by minority and non-minority qualified firms is strongly encouraged. If the firm is a minority firm or has obtained certification by the State of Florida, Office of Supplier Diversity, (OSD) (CMBE), please indicate the appropriate classification(s) not applicable not applicable and enter OSD Certification Number Click or tap here to enter text. and enter effective date Click or tap to enter a date. to date Click or tap to enter a date.

8.0 ANTITRUST VIOLATOR VENDOR LISTS

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

9.0 FEDERAL FUNDING REQUIREMENT

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](#): KEBENEAXJR65

10.0 LOCAL VENDOR PREFERENCE – N/A

11.0 GENERAL VENDOR INFORMATION

Firm Name: Aftermath Disaster Recovery, Inc.

Street Address: 1826 Honeysuckle Ln

City: Prosper State and ZIP Code: Texas, 75078

Mailing Address (if different):

Telephone: 972-984-8969

Purchase Order Email Address: mkcorley@aftermathdisaster.com

Federal Identification Number / TIN: 46-324-8226

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: 8/27/2025

Print Name: Adam Gonzalez

Title: Director of Business Operations

Primary E-mail Address: adam@aftermathdisaster.com

Secondary E-mail Address: rfps@aftermathdisaster.com

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]

2025 FOREIGN PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# F14000003039

Entity Name: AFTERMATH DISASTER RECOVERY, INC

Current Principal Place of Business:

1095 WILLY VESTER
VAN ALSTYNE, TX 75495

Current Mailing Address:

1826 HONEYSUCKLE LN
PROSPER, TX 75078

FEI Number: 46-3248226

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

REGISTERED AGENTS INC
7901 4TH STREET N,
SUITE 300
ST.PETERSBURG, FL 33702 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: BILL HAVRE

02/06/2025

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title	CPST	Title	VCVP
Name	CORLEY, MELANIE	Name	CORLEY, ROBERT O
Address	1826 HONEYSUCKLE LN	Address	1826 HONEYSUCKLE LN
City-State-Zip:	PROSPER TX 75078	City-State-Zip:	PROSPER TX 75078

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MELANIE CORLEY

PRESIDENT

02/06/2025

Electronic Signature of Signing Officer/Director Detail

Date



Office of Procurement Services

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

SOLICITATION: Emergency Debris Removal Services

07/18/2025

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

Q1. To what extent will the location of the bidder’s proposed location or headquarters have a bearing on any award?

None provided bidder can meet the contract obligations.

Q2. What is the total size or geographic scope of the service area?

1,157 square miles for all of Lake County.

Q3. What is the total mileage of roads within the scope of the service area?

1,403 centerline miles for unincorporated Lake County.

Q4. Are any specific professional credentials required to qualify for the contract?

Refer to the bid documents.

Q5. Will the resulting contract include a guaranteed minimum payment to the vendor?

No.

Q6. Are there any superseding prior agreements that may impact this contract?

No.

Q7. When/what was the most recent event that precipitated the activation of the existing or previous contract?

Emergency Debris Removal service related to hurricane debris: 10/2025-Hurricane Milton

Q8. Approximately how many cubic yards of debris were collected from the most recent event?

400,000 CY for both vegetative and C&D.

Q9. What estimated or actual dollars were paid to the incumbent(s) after the most recent event?

Still reconciling, but approximately \$10,000,000.00.

Q10. How many times have the incumbent’s services been utilized in the previous five years?

Emergency Debris Removal service related to hurricane debris: once

Q11. Please reconfirm the due date for this procurement by providing it in response to answers to questions.

Refer to the bid documents.

Q12. When is the anticipated contract start date?

This is dependent on solicitation responses and resulting contract negotiations.

Q13. When is the anticipated award date?

This is dependent on solicitation responses.

Q14. Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?

Bidder can only supply alternate fees/pricing when it cannot be met with the bid documents.

Q15. Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable

The County does not rate level of satisfaction with vendors.

Q16. Please provide bid tabulations, score sheets, and a copy of the winning proposal for Solicitation 23-912 On-Call Emergency Debris & Removal Services.

Data is in this link (click to view): [23-912 On-Call Debris Removal Services](#)

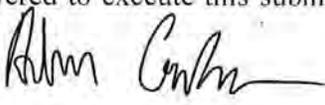
ADDITIONAL INFORMATION

EXHIBIT E1 – FEMA CONTRACT CLAUSES has been replaced with version 7.2025 and updates the 10.2024 version originally posted.

ACKNOWLEDGEMENT

Firm Name: Aftermath Disaster Recovery, Inc.

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: 8/27/2025

Print Name: Adam Gonzalez

Title: Director of Business Operations

Primary E-mail Address: Adam@aftermathdisaster.com

Secondary E-mail Address: Service@aftermathdisaster.com



Office of Procurement Services

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

SOLICITATION: Emergency Debris Removal Services

08/18/2025

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. If multiple firms are considered qualified, how will the order of activation occur during an event?**

Firm proposals will be evaluated and awarded as primary, secondary, and tertiary. Activation will occur in that order

- 2. Are there bid tabs available from the previous solicitation? If so, please share.**

See Addendum No.1.

- 3. When was the last time the County had a contract activation for Debris Removal? How many CYs were removed?**

See Addendum No.1.

- 4. Has the County determined which landfill(s) can be used? If so, please provide locations.**

Disaster Debris Management Site (DDMS) is located at the Central Facility. The other sites are convenience centers that don't typically operate as DDMS. Contractors are encouraged to find alternative DDMS sites.

- 5. Has the County determined where possible DMS will be? If so, please provide locations.**

Disaster Debris Management Site (DDMS) is located at the Central Facility. The other sites are convenience centers that don't typically operate as DDMS. Contractors are encouraged to find alternative DDMS sites.

- 6. Will annual contract price increases based on Consumer Price Index (CPI) be allowed?**

See Exhibit C – Page 9, paragraph 2

- 7. Will there be a public bid opening? And if so, can you please provide call in #, zoom/Webex link or similar for the responding bidders to be present?**

See Section 8.8 of the solicitation documents

- 8. How does the County want us to calculate the \$ amount for the bid bond? Or will listing "5% of the full amount of bid" on the bid bond be acceptable?**

This solicitation does not require a bid bond

- 9. Does the County have a monitoring firm contracted? If so, which monitoring firm?**

Debris Tech, LLC and Thompson Consulting Services, LLC are recommended for the award of the recent Debris Monitoring Services solicitation (25-911).

- 10. Are P&P bonds required at award (as Exhibit G states) or upon an NTP if activated?**

Upon NTP activation

- 11. Please elaborate on what 'Descriptive Literature' the County is requesting under forms section 8.5.2.**

Any literature that the vendor may add to their solicitation submittal for clarification or an explanation of services

- 12. Generally, the contractor is reimbursed for all landfill receipts at cost. Does the County want the vendor(s) to include tipping fees (landfill costs) or make it a pass through which is industry standard?**

Final disposal that goes to a facility contracted with Lake County is paid by Lake County. For example, C&D. Final disposal where the contractor provides options for disposal are pass throughs, with Lake County permission. For example, mulch.

- 13. Industry standard for reduction of C&D is compaction. Will the County pay out the Reduction price item 214 for C&D compaction? If not, will the County allow responders to include pricing for C&D Compaction?**

Scope is designed to bring C&D directly to Final Disposal Site. However, if C&D must be stored at a DDMS, wooden fence panels or similar types can be reduced through grinding and be included in 214. C&D that is stored at a DDMS that cannot be ground can be reduced through compaction at the leisure of the vendor.

- 14. Will the County add a management of DDMS unit to the pricing sheet? If not, will the County allow responders to include pricing for DDMS Management?**

Management of the site is priced in section 237.

- 15. Sections 218 and 235 The formula used to calculate the daily rate from the hourly rate appears to return a negative value. Is this intentional, or should the formula be adjusted to yield a positive daily rate?**

This should not be a negative rate.

16. Sections 218 and 235 The formula used to calculate the daily rate from the hourly rate appears to return a negative value. Will these negative values be included in the total cost calculation, or are they placeholders?

This should not be a negative rate.

17. Lines 1–209 These lines do not contain formulas to calculate daily rates, and the daily rate remains at \$0.00 after entering the hourly rate. Are we expected to manually enter the daily rate for these lines, or should they remain at \$0.00?

There are no formulas used for these items, vendors shall provide their own hourly and daily rates.

18. Lines 1–209 These lines do not contain formulas to calculate daily rates, and the daily rate remains at \$0.00 after entering the hourly rate. Will the total cost calculation pull from these daily rate fields, or only from the hourly rate?

There are no formulas used for these items, vendors shall provide their own hourly and daily rates.

ADDITIONAL INFORMATION

Attachment 2 – Pricing Sheet has been updated to correct several cells for editing.

ACKNOWLEDGEMENT

Firm Name: Aftermath Disaster Recovery, Inc.

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: 8/27/2025

Print Name: Adam Gonzalez

Title: Director of Business Operations

Primary E-mail Address: Adam@aftermathdisaster.com

Secondary E-mail Address:

Required Licenses

Florida License



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE MARINE SPECIALTY CONTRACTOR HEREIN IS CERTIFIED UNDER THE
 PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



KANE CORLEY, MELANIE
 AFTERMATH DISASTER RECOVERY, INC
 1826 HONEYSUCKLE LN
 PROSPER TX 75078

LICENSE NUMBER: SCC131151805

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 07/08/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.




Texas HUB Certificate

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: **1463248226200**
 Approval Date: **September 6, 2024**
 Scheduled Expiration Date: **September 6, 2028**

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

AFTERMATH DISASTER RECOVERY, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed **September 6, 2024**, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day to day management, operational control, business location) provided in the submission of the business; application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcomblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll free in Texas at 1-888-863-5881.



Qualifications

When disaster strikes, Lake County needs reliable disaster recovery experts to come in and clean up quickly with minimal disruption to your residents and the local environment. Aftermath's experts each bring over a decade of experience in cleaning up natural and man-made disasters around the United States, including the most recent devastation caused by Hurricanes Ian, Idalia, Beryl, and Helene.

Our team and equipment are able to provide full-service debris removal for small- and large-scale disaster clean up projects. To date, Aftermath has successfully completed over \$20 million worth of debris removal projects and removed over one million cubic yards of debris with our own forces alone.

While many big disaster recovery firms have an endless list of clients they struggle to support, with Aftermath, Lake County receives a company that emphasizes:

Aftermath Stats

100%

Women-Owned
HUB
Contractor
Texas
Based Business

- **Certifications for Ground Teams:** The majority of Aftermath's ground teams are individually FEMA-certified, which means the people doing the actual work are always up-to-date on the legal regulations and best practices.
- **Equipment Reliability:** Broken or damaged equipment causes delays, and that's not acceptable. To minimize downtime resulting from equipment failure, Aftermath's Heavy Equipment Manager ensures that every piece of owned equipment is well-maintained. Whenever possible, Aftermath will use our own vehicles and equipment for Lake County's project. In the event that additional equipment or personnel is needed, Aftermath can call upon its team of trusted external subcontractors to get your job done with the same high quality. (For more about how and when Aftermath would integrate subcontractors into your project, see Subcontractor Management section.)
- **Personalized Service:** Aftermath is big enough to handle clean up projects in excess of \$10 million, yet small enough to provide Lake County with personalized service from the entire team, including the company's owners and the senior leadership team.
- **Pre-Event Planning:** Prior to each season, Aftermath can meet with Lake County's team to hold a pre-season planning session. This will allow us to identify any DDMS locations in advance, develop specific approaches to different sized events, and create a tactical plan that can be implemented the moment disaster



strikes. This planning session allows us to spend more time recovering when an event occurs.

Aftermath is proud to be a 100% women-owned business, a certified HUB contractor in Texas, and a certified specialty marine contractor in Florida.

As a Texas-based company, disaster is not just a job for us. Much of our team lives in Texas, an area frequently hit by storms and severe weather events. Our team members have experienced the devastation of natural disasters firsthand and are motivated to go the extra mile so others are able to quickly return to normal. With this contract, our team is ready to serve Lake County and your community the moment disaster strikes so you can experience the calm after the storm.

“Aftermath Disaster Recovery performed waterway debris removal services for Harris County Flood Control District [in Texas] following historic flooding from Hurricane Harvey. HCFCD was very pleased with their work on a difficult project.

*Jeff Jowell
Harris County flood Control District*



Services and Support

When a disaster strikes in your backyard, Lake County can rely on Aftermath to help you quickly and efficiently recover. We manage all aspects of clean up and debris removal, which allows you to focus on other aspects of the restoration and day-to-day operation of your community. Over the past twelve years, Aftermath has helped our clients from Colorado to New Jersey and along the Gulf and Atlantic coasts recover from events such as tornadoes, hurricanes, major storms, flooding, and ice storms. We have supported our clients after large events, such as Hurricane Harvey, and lesser-known disasters, such as straight-line wind events. With our extensive experience in natural disaster clean up projects, we know what needs to be done and can create your custom clean up plan quickly and with as minimal impact to your citizens and community as possible.



Debris removal from Oyster Creek

Our services include:

- **24-Hour Emergency Push Crews.** Immediately following an event, it is critical to clear rights-of-way for emergency workers and to make roads navigable. With our emergency push crews, we clear all roads within 72 hours.
- **Disaster Clean Up.** Disaster clean up allows communities to get on the path to recovery as soon as possible. From site preparation to demolition to construction to hazardous waste removal, we have the equipment and expertise to get the job done.
- **Debris Removal.** We help remove and dispose of all types of debris, from trees to sand to clearing land.
- **Waterway Debris Removal.** When debris is pushed into waterways, such as canals, marshes, bays, and the ocean, we quickly and delicately remove those objects to cause as little impact as possible on the ecosystems.
- **Coastal Restoration.** Stunning shorelines and beaches can be devastated within hours of an event. We help to reclaim these spaces with services such as Oil Spill Clean up, Beach Replenishment, Wetlands Restoration, and Beach Sand Screening & Replacement.

Lake County can rely on Aftermath's support no matter how large or small the disaster. Our hands-on leadership team will be available to you to identify the best path forward for your community, getting you back to everyday life as quickly as possible.



Tab 3: Completed Pricing Sheet



<i>Type Your Firm's Name Here</i>				
SAVE AND SUBMIT AS AN EXCEL FILE				
Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County. Services shall be performed in accordance with specifications listed and implied.				
Alterations to locked cells may result in disqualification of submission.				
<i>Note: Day rate calculations are based on a 10-hour work day</i>				
ITEM #	EQUIPMENT TYPE WITH OPERATOR (Includes fuel and maintenance costs)	UNIT OF MEASUREMENT	COST	DAY RATE
1	5-14 Cubic Yard Dump Truck	Hourly Rate	\$125.00	\$1,250.00
2	15-24 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
3	25-34 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
4	35-44 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
5	45-54 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
6	55-64 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
7	65-74 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
8	75+ Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
9	40 Cubic Yard and under Grapple Truck	Hourly Rate	\$200.00	\$2,000.00
10	41 Cubic Yard and over Grapple Truck	Hourly Rate	\$220.00	\$2,200.00
10a	41 Cubic Yard Grapple Truck Tow Behind Unit	Hourly Rate	\$220.00	\$2,200.00
11	Service Trucks	Hourly Rate	\$80.00	\$800.00
12	Water Truck (2,000 Gallon)	Hourly Rate	\$95.00	\$950.00
13	Water Truck (4,000 Gallon)	Hourly Rate	\$125.00	\$1,250.00
14	up to 40' Bucket Truck	Hourly Rate	\$200.00	\$2,000.00
15	41'-50" Bucket Truck	Hourly Rate	\$220.00	\$2,200.00
16	51'-60' Bucket Truck	Hourly Rate	\$220.00	\$2,200.00
17	61'-80' Bucket Truck	Hourly Rate	\$220.00	\$2,200.00
18	81'+ Bucket Truck	Hourly Rate	\$220.00	\$2,200.00
19	Box Truck	Hourly Rate	\$125.00	\$1,250.00
20	Wheel-Loader 3 CY / 30k lbs	Hourly Rate	\$125.00	\$1,250.00
21	Wheel-Loader 4 CY / 40k lbs	Hourly Rate	\$130.00	\$1,300.00
22	Wheel-Loader 5 CY / 54k lbs	Hourly Rate	\$145.00	\$1,450.00
23	Wheel-Loader 6 CY / 54k lbs	Hourly Rate	\$155.00	\$1,550.00
24	Skid Steer Loader up to 59 HP	Hourly Rate	\$105.00	\$1,050.00
25	Skid Steer Loader 60-70 HP	Hourly Rate	\$105.00	\$1,050.00
26	Skid Steer Loader 71-80 HP	Hourly Rate	\$105.00	\$1,050.00
27	Skid Steer Loader 81+ HP	Hourly Rate	\$105.00	\$1,050.00
28	Loader, Wheel Backhoe 1CY	Hourly Rate	\$135.00	\$1,350.00
29	Loader, Wheel Backhoe 1.5CY	Hourly Rate	\$145.00	\$1,450.00
30	Loader, Wheel Backhoe 1.75CY	Hourly Rate	\$165.00	\$1,650.00
31	Tractor with Box Blade	Hourly Rate	\$125.00	\$1,250.00

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32	30 Ton or Smaller Crane	Hourly Rate	\$150.00	\$1,500.00
33	30 Ton or Larger Crane	Hourly Rate	\$300.00	\$3,000.00
34	Bulldozer up to 74 HP	Hourly Rate	\$95.00	\$950.00
35	Bulldozer 75-105 HP	Hourly Rate	\$95.00	\$950.00
36	Bulldozer 106-160 HP	Hourly Rate	\$130.00	\$1,300.00
37	Bulldozer 161-250 HP	Hourly Rate	\$165.00	\$1,650.00
38	Tub Grinder up to 440 HP	Hourly Rate	\$500.00	\$5,000.00
39	Tub Grinder up to 441-630 HP	Hourly Rate	\$500.00	\$5,000.00
40	Tub Grinder up to 631-760 HP	Hourly Rate	\$500.00	\$5,000.00
41	Tub Grinder up to 761+ HP	Hourly Rate	\$500.00	\$5,000.00
42	Equipment Transports	Hourly Rate	\$115.00	\$1,150.00
43	Motor Grader 10' Moldboard	Hourly Rate	\$125.00	\$1,250.00
44	Motor Grader 12' Moldboard	Hourly Rate	\$140.00	\$1,400.00
45	Motor Grader 14' Moldboard	Hourly Rate	\$160.00	\$1,600.00
46	Stump Grinder	Hourly Rate	\$195.00	\$1,950.00
47	Excavator 0.5 CY	Hourly Rate	\$135.00	\$1,350.00
48	Excavator 1.0 CY	Hourly Rate	\$135.00	\$1,350.00
49	Excavator 1.5 CY	Hourly Rate	\$135.00	\$1,350.00
50	Excavator 2.0 CY	Hourly Rate	\$140.00	\$1,400.00
51	Excavator 2.5 CY	Hourly Rate	\$145.00	\$1,450.00
52	Excavator 3.0 CY	Hourly Rate	\$150.00	\$1,500.00
53	Excavator 4.5 CY	Hourly Rate	\$150.00	\$1,500.00
54	Excavator 7.5 CY	Hourly Rate	\$150.00	\$1,500.00
55	Excavator 12 CY	Hourly Rate	\$150.00	\$1,500.00
56	12 Ton Lowboy	Hourly Rate	\$115.00	\$1,150.00
57	25 Ton Lowboy	Hourly Rate	\$115.00	\$1,150.00
58	50 Ton Lowboy	Hourly Rate	\$150.00	\$1,500.00
59	Flatbed Trailer	Hourly Rate	\$125.00	\$1,250.00
60	Passenger Car	Hourly Rate	\$25.00	\$250.00
61	Pickup Truck	Hourly Rate	\$25.00	\$250.00
62	Pickup Truck, 1 Ton	Hourly Rate	\$25.00	\$250.00
63	Pickup Truck, 4X4	Hourly Rate	\$25.00	\$250.00
64	Pickup Truck, Extended Cab	Hourly Rate	\$30.00	\$300.00
65	12' Work Boat with Motor	Hourly Rate	\$225.00	\$2,250.00
66	12' Work Boat without Motor	Hourly Rate	\$200.00	\$2,000.00
67	20' Response Trailer	Hourly Rate	\$90.00	\$900.00
68	36' Response Trailer	Hourly Rate	\$110.00	\$1,100.00
ITEM #	PERSONNEL AND/OR EQUIPMENT TYPE	UNIT OF MEASUREMENT	COST	DAY RATE
69	1" Diaphragm Pump	Hourly Rate	\$20.00	\$200.00
70	1" Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00
71	2" Chemical Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00
72	2" Diaphragm Pump	Hourly Rate	\$20.00	\$200.00
73	2" Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00

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74	3"Chemical Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00
75	3" Diaphragm Pump	Hourly Rate	\$20.00	\$200.00
76	3" Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00
77	3" X 12' Absorbent Boom – Universal	Box of 4	\$75.00	N/A
78	30 Gallon Over-Pack	Hourly Rate	\$10.00	\$100.00
79	4 mil 20 X 100 Polyethylene	Each	\$100.00	N/A
80	2000-3000 Watt Generator	Hourly Rate	\$15.00	\$150.00
81	3001-4000 Watt Generator	Hourly Rate	\$150.00	\$1,500.00
82	4001-5000 Watt Generator	Hourly Rate	\$20.00	\$200.00
83	5001-10,000 Watt Generator	Hourly Rate	\$40.00	\$400.00
84	10,001-20,000 Watt Generator	Hourly Rate	\$60.00	\$600.00
85	5" X 10' Absorbent Boom- Petroleum	Each	\$45.00	N/A
86	55 – Gallon Drum Liners, 10 mil	Each	\$25.00	\$250.00
87	55 - Gallon Drums	Each	\$100.00	\$1,000.00
88	6 mil 20 X 100 Polyethylene	Each	\$130.00	N/A
89	6 mil Bags	Each	\$5.50	N/A
90	8"X1 0' Absorbent Boom – Petroleum	Hourly Rate	\$55.00	\$550.00
91	95 Gallon Poly Over-pack	Each	\$310.00	\$3,100.00
92	Absorbent Pads Bundle – Petroleum	Each	\$115.00	\$1,150.00
93	Absorbent Pads Bundle – Universal	Each	\$115.00	\$1,150.00
94	Acid Suit	Hourly Rate	\$10.00	\$100.00
95	Administrative Assistant	Hourly Rate	\$35.00	\$350.00
96	Air Blower	Hourly Rate	\$6.00	\$60.00
97	Air Filtration Panel	Hourly Rate	\$2.00	\$20.00
98	Air-Hose Section	Hourly Rate	\$4.00	\$40.00
99	Airless Spray	Hourly Rate	\$20.00	\$200.00
100	Airline Respirator (includes 150' of Airline)	Hourly Rate	\$8.00	\$80.00
101	Asbestos Abatement Supervisor	Hourly Rate	\$65.00	\$650.00
102	Asbestos Abatement Worker	Hourly Rate	\$55.00	\$550.00
103	Asbestos Inspector	Hourly Rate	\$60.00	\$600.00
104	Barrel Cart	Hourly Rate	\$15.00	\$150.00
105	Boot Covers	Pair	\$1.50	N/A
106	Cascade Air System Per Employee	Hourly Rate	\$20.00	\$200.00
107	Caution/Hazard Tape	Each	\$10.00	N/A
108	Chemist	Hourly Rate	\$70.00	\$700.00
109	Chainsaw 18"	Hourly Rate	\$5.00	\$50.00
110	Chainsaw 20"	Hourly Rate	\$5.00	\$50.00

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111	Chainsaw 25"	Hourly Rate	\$5.00	\$50.00
112	Chainsaw 30" +	Hourly Rate	\$5.00	\$50.00
113	Circular Saw	Hourly Rate	\$5.00	\$50.00
114	Clerical	Hourly Rate	\$35.00	\$350.00
115	Climber with Gear	Hourly Rate	\$55.00	\$550.00
116	Combustible Gas Indicator	Hourly Rate	\$18.00	\$180.00
117	Cotton or Latex Gloves	Pair	\$1.00	N/A
118	Compressor Small 10 CFM	Hourly Rate	\$10.00	\$100.00
119	Compressor Large 50 + CFM	Hourly Rate	\$20.00	\$200.00
120	Cutting Torch	Hourly Rate	\$15.00	\$150.00
121	Detector Tubes	Pair	\$170.00	N/A
122	DOT Hazardous Waste Labels	Each	\$70.00	N/A
123	Drill w/ Bits	Hourly Rate	\$5.00	\$50.00
124	Duct Tape	Roll	\$20.00	N/A
125	Electrical Cord Section (50')	Each	\$70.00	N/A
126	Equipment Operator	Hourly Rate	\$50.00	\$500.00
127	Extension Ladders	Hourly Rate	\$6.00	\$60.00
128	Fiber drums	Hourly Rate	\$9.00	\$90.00
129	Field Hazardous Material Manager	Hourly Rate	\$75.00	\$750.00
130	Field Hazardous Material Technician	Hourly Rate	\$75.00	\$750.00
131	Field Project Foreman	Hourly Rate	\$90.00	\$900.00
132	Field Project Supervisor	Hourly Rate	\$95.00	\$950.00
133	Fire Extinguisher	Hourly Rate	\$6.00	\$60.00
134	First Aid Station	Day Rate Only	N/A	\$2,000.00
135	Foreman with Truck	Hourly Rate	\$95.00	\$950.00
136	Grounding Cable and Rod	Hourly Rate	\$7.00	\$70.00
137	Hand Auger, Stainless Steel	Hourly Rate	\$9.00	\$90.00
138	Hand Operated Transfer Pump	Hourly Rate	\$6.00	\$60.00
139	Hand Tools Per Employee (Shovels, brooms, etc.)	Hourly Rate	\$6.00	\$60.00
140	Handheld Radios	Hourly Rate	\$4.00	\$40.00
141	Hazardous Material Containment Area Foreman	Hourly Rate	\$90.00	\$900.00
142	Hazardous Material Containment Area Manager	Hourly Rate	\$90.00	\$900.00
143	Hazardous Material Containment Area Supervisor	Hourly Rate	\$90.00	\$900.00
144	Hazardous Material Containment Area Technician	Hourly Rate	\$90.00	\$900.00
145	Hazcat Kit	Day Rate Only	N/A	\$1,500.00
146	Health and Safety Specialist	Hourly Rate	\$80.00	\$800.00
147	Hearing Protection	Each	\$20.00	\$200.00
148	HEPA Vac	Hourly Rate	\$8.00	\$80.00
149	High Hazard Personnel Decontamination	Day Rate Only	N/A	\$1,500.00

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150	Inspector with Vehicle	Hourly Rate	\$90.00	\$900.00
151	Kappler Tape	Hourly Rate	\$5.00	\$50.00
152	Laborer	Hourly Rate	\$55.00	\$550.00
153	Leather Work Gloves	Pair	\$42.00	N/A
154	Level A Suit – Kappler Responder or Equal	Each	\$1,100.00	N/A
155	Level B Suit – Kappler Responder or Equal	Each	\$1,100.00	N/A
156	Low Hazard Personnel Decontamination	Each	\$100.00	N/A
157	Mechanized Broom	Hourly Rate	\$5.50	\$55.00
158	Nitrile Gloves	Pair	\$0.50	N/A
159	Noeprone Gloves	Pair	\$18.00	N/A
160	Office Trailer	Hourly Rate	\$40.00	\$400.00
161	Oil Dry 50 lb	Each	\$55.00	N/A
162	Oil Dry Spreader	Hourly Rate	\$3.00	\$30.00
163	Operator with Chainsaw	Hourly Rate	\$55.00	\$550.00
164	Peat Moss	Bag	\$28.00	\$280.00
165	Personal Protective Equipment/Level A Employee	Day Rate Only	N/A	\$1,100.00
166	Personal Protective Equipment/Level B Employee	Day Rate Only	N/A	\$1,100.00
167	Personal Protective Equipment/Level C Employee	Day Rate Only	N/A	\$100.00
168	Personnel Retrieval Harness	Hourly Rate	\$4.00	\$40.00
169	Personnel Retrieval System	Hourly Rate	\$80.00	\$800.00
170	Ph Paper	Pack	\$10.00	N/A
171	Photographic Equipment	Hourly Rate	\$0.00	\$30.00
172	Photoionization Detector	Day Rate Only	N/A	\$100.00
173	Port a John	Day Rate Only	N/A	\$100.00
174	Portable Eyewash Station	Day Rate Only	N/A	\$100.00
175	Portable Light Stand	Hourly Rate	\$50.00	\$500.00
176	Pressure Washer	Hourly Rate	\$20.00	\$200.00
177	Project Coordinator	Hourly Rate	\$0.00	\$800.00
178	Project Engineer	Hourly Rate	\$80.00	\$800.00
179	Project Geologist	Hourly Rate	\$80.00	\$800.00
180	Proshield	Each	\$150.00	N/A
181	PVC Boots (Hazmat)	Pair	\$50.00	N/A
182	PVC Gloves	Pair	\$20.00	N/A
183	Rain Suit	Each	\$30.00	\$300.00
184	Regulatory Manager	Hourly Rate	\$65.00	\$650.00
185	Respirator Airline, 50' Section	Hourly Rate	\$60.00	\$600.00
186	Respirator Cartridges	Pair	\$45.00	N/A
187	Respirator Wipes	Box of 4	\$20.00	N/A
188	Safety Superintendent	Hourly Rate	\$90.00	\$900.00
189	Saranex	Each	\$100.00	N/A
190	SCBA Bottle Refill	Each	\$50.00	N/A

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191	Silvershield Gloves	Pair	\$20.00	N/A
192	Soda Ash Bag	Each	\$60.00	\$600.00
193	Spike Bar	Each	\$105.00	N/A
194	Spill Classifier	Strip	\$80.00	N/A
195	Step Ladders	Hourly Rate	\$4.00	\$40.00
196	Superintendent with Truck	Hourly Rate	\$105.00	\$1,050.00
197	Survey Personnel with Vehicle	Hourly Rate	\$100.00	\$1,000.00
198	Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	Kit	\$50.00	N/A
199	Toxic Gas Detector	Hourly Rate	\$30.00	\$300.00
200	Traffic Control Personnel	Hourly Rate	\$50.00	\$500.00
201	Traffic Control Vest, Cones, Flags, Barrels, etc.	Hourly Rate	\$80.00	\$800.00
202	Truck Driver	Hourly Rate	\$55.00	\$550.00
203	Tyvek	Each	\$30.00	N/A
204	Vacuum Truck, 3,500 Gallon	Hourly Rate	\$250.00	\$2,500.00
205	Vermiculite	Each	\$30.00	N/A
206	Water hose Section (Garden)	Each	\$50.00	N/A
207	Wheelbarrow	Hourly Rate	\$15.00	\$150.00
208	Wire Welder	Hourly Rate	\$50.00	\$500.00
209	Wrench Kit (Bung wrench, speed wrench, etc.)	Each	\$80.00	N/A

Reference to RFP Scope of Services Items 210 thru 230
This section will be used for Evaluation Purposes regarding Pricing

210	Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DDMS location or County Designated Final Disposal Site.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
210a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$7.25	\$725,000.00
210b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$7.25	\$4,350,000.00
210c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$7.25	\$9,425,000.00
211	Eligible Citizen Drop Off Sites and Consolidated Collection Points Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris at Citizen Drop Off Sites and other Consolidated Collection Points to a County Designated Final Disposal Site or DDMS.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
211a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	25,000	\$7.25	\$181,250.00

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211b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$7.25	\$725,000.00
211c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$7.25	\$5,800,000.00
212	Eligible ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County Designated Final Disposal Site.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
212a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	25,000	\$11.25	\$281,250.00
212b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$11.25	\$1,125,000.00
212c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$11.25	\$9,000,000.00
213	Eligible Citizen Drop Off Sites and Consolidated Collection Points C&D Debris Removal Work consists of the collection and transportation of Eligible vegetative debris at Citizen Drop Off Sites and other Consolidated Collection Points to a County Designated Final Disposal Site or DDMS.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
213a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	25,000	\$8.25	\$206,250.00
213b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$8.25	\$825,000.00
213c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$8.25	\$6,600,000.00
214	Reduction Through Grinding Work consists of reducing through grinding vegetative debris, and if applicable, C&D debris. This does not actually include the management of the DDMS.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
214a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$4.50	\$450,000.00
214b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$4.50	\$2,700,000.00
214c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$4.50	\$5,850,000.00
215	Reduction Through Air Curtain Incinerators Work consists of reducing eligible disaster related debris through Air Curtain Incineration. This does not actually include the management of the DDMS.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
215a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$4.00	\$400,000.00

\$88.50 \$88.50

215b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$4.00	\$2,400,000.00
215c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$4.00	\$5,200,000.00
216	Reduction Through Pile Burn Incineration Work consists of reducing eligible disaster related debris through Open Pile Burn Incineration. This does not actually include the management of the DDMS.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
216a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$3.50	\$350,000.00
216b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$3.50	\$2,100,000.00
216c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$3.50	\$4,550,000.00
217	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DDMS location to a County Designated Final Disposal Site.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
217a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	25,000	\$5.50	\$137,500.00
217b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	150,000	\$5.50	\$825,000.00
217c	Level 3 Disaster (Catastrophic damage countywide)	325,000	\$5.50	\$1,787,500.00
218	Removal of Eligible Hazardous Leaning Trees and Eligible Hazardous Limbs Work consists of removing eligible hazardous leaning trees or hazardous limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal.	ESTIMATED QUANTITY (TREES)	PRICE PER TREE	TOTAL
218a	6 inch to 12.99 inch diameter eligible Leaning Tree	200	\$95.00	\$19,000.00
218b	13 inch to 24.99 inch diameter eligible Leaning Tree	150	\$175.00	\$26,250.00
218c	25 inch to 36.99 inch diameter eligible Leaning Tree	50	\$315.00	\$15,750.00
218d	37 inch to 48.99 inch diameter eligible Leaning Tree	20	\$315.00	\$6,300.00
218e	49 inch and larger diameter Eligible Leaning Tree	10	\$315.00	\$3,150.00
218f	(Per tree) Removal of Eligible Hanging Limbs >2"	1,000	\$80.00	\$80,000.00

\$88.50 \$88.50

219	Removal of Eligible Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DDMS location or County Designated Final Disposal Site. Stumps will only be removed at direction of County after FEMA approval.	ESTIMATED QUANTITY (STUMPS)	PRICE PER STUMP	TOTAL
219a	24.1 inches to 36.99 inch diameter Eligible Stump	10	\$275.00	\$2,750.00
219b	37 inch to 48.99 inch diameter Eligible Stump	5	\$275.00	\$1,375.00
219c	49 inch and larger diameter Eligible Stump	5	\$400.00	\$2,000.00
220	Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	ESTIMATED QUANTITY (GALLONS)	PRICE PER GALLONS	TOTAL
220a	Liquid Type Hazardous Material	1,000	\$72.00	\$72,000.00
221	Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	ESTIMATED QUANTITY (POUNDS)	PRICE PER POUNDS	TOTAL
221a	Solid Type Hazardous Material	1,000	\$16.00	\$16,000.00
222	Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling	ESTIMATED QUANTITY (UNITS)	PRICE PER UNITS	TOTAL
222a	Refrigerators and freezers requiring refrigerant recovery and decontamination	50	\$95.00	\$4,750.00
222b	Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	\$50.00	\$2,500.00
223	Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	ESTIMATED QUANTITY (UNITS)	PRICE PER UNITS	TOTAL
		2,500	\$35.00	\$87,500.00

\$88.50 \$88.50

224	Eligible Dead Animal Carcasses Work consists of the recovery and transportation of dead animal carcasses to a County Designated Final Disposal Site.	ESTIMATED QUANTITY (POUNDS)	PRICE PER POUNDS	TOTAL
		50	\$16.00	\$800.00
225	Other Debris Removal Work in Cubic Yards Work consists of the following:	ESTIMATED QUANTITY (CUBIC YD)	PRICE PER CUBIC YARD	TOTAL
225a	Land Based Marine Debris Removal - The Contractor shall clear waterways of eligible debris that is a direct result of a natural or manmade disaster and transport to a County Designated Final Disposal Site. Removal is conducted from land.	250	\$40.00	\$10,000.00
225b	Waterway Based Marine Debris Removal - The Contractor shall clear waterways of eligible debris that is a direct result of a natural or manmade disaster and transport to a County Designated Final Disposal Site. Removal is conducted from the waterway.	250	\$80.00	\$20,000.00
225c	Sand Screening - The Contractor shall screen sand to remove eligible debris deposited as a result of a natural or manmade disaster.	1,000	\$35.00	\$35,000.00
225d	Debris Removal from Storm Drains and Catch Basins - The Contractor shall remove eligible sand and debris from storm drains and catch basins that has been deposited as a result of a natural or manmade disaster.	1,500	\$60.00	\$90,000.00
226	Other Debris Removal Work in Linear Feet Work consists of the following:	ESTIMATED QUANTITY (LINEAR FEET)	PRICE PER LINEAR FOOT	TOTAL
226a	Land Based Boat Removal - The Contractor shall collect, transport, stage and dispose of eligible abandoned boats in accordance with local ordinances and state and federal requirements. Removal of the boat is conducted from land.	150	\$30.00	\$4,500.00
226b	Waterway Based Boat Removal - The Contractor shall collect, transport, stage and dispose of eligible abandoned boats in accordance with local ordinances and state and federal requirements. Removal of the boat is conducted from the waterway.	150	\$30.00	\$4,500.00
227	Other Debris Removal Work per Unit Work consists of the following:	ESTIMATED QUANTITY (EACH)	PRICE PER EACH	TOTAL

\$88.50 \$88.50

227a	Vehicle Removal - The Contractor shall collect, transport, stage and dispose of eligible abandoned vehicles in accordance with local ordinances and state and federal requirements.	50	\$425.00	\$21,250.00
228	Other Debris Removal Work in Pounds Work consists of the following:	ESTIMATED QUANTITY (POUNDS)	PRICE PER POUNDS	TOTAL
228a	Fish Kill Cleanup - The Contractor shall collect, stage and transport eligible fish kill to a County Designated Final Disposal Site in accordance with local ordinances, state and federal requirements.	100,000	\$16.00	\$1,600,000.00
228b	Oil/Chemical Spill Cleanup - The Contractor shall collect, stage and transport eligible oil/chemicals to a County Designated Final Disposal Site in accordance with local ordinances and state and federal requirements.	1,800,000	\$16.00	#####
229	Eligible Demolition, Removal, Transport and Disposal of Non- RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
229a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	80,000	\$18.35	\$1,468,000.00
229b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	1,000,000	\$18.35	#####
229c	Level 3 Disaster (Catastrophic damage countywide)	2,000,000	\$18.35	#####
230	Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a County Designated Final Disposal Site.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
230a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	40,000	\$28.35	\$1,134,000.00
230b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	200,000	\$28.35	\$5,670,000.00
230c	Level 3 Disaster (Catastrophic damage countywide)	400,000	\$28.35	#####
231	Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a County	ESTIMATED QUANTITY (TONS)	PRICE PER TON	TOTAL
231a	Level 1 Local Storm (Tornado, Minor Hurricane	25,000	\$88.50	\$2,212,500.00

\$88.50 \$88.50

231b	Level 2 Disaster (Significant Hurricane Damage	150,000	\$88.50	#####
231c	Level 3 Disaster (Catastrophic damage countywide)	325,000	\$88.50	#####
232	Eligible Citizen Drop Off Sites and Consolidated Collection Points Vegetative Debris Removal Work consists of the collection and transportation of	ESTIMATED QUANTITY (TONS)	PRICE PER TON	TOTAL
232a	Level 1 Local Storm (Tornado, Minor Hurricane	6,000	\$88.50	\$531,000.00
232b	Level 2 Disaster (Significant Hurricane Damage	25,000	\$88.50	\$2,212,500.00
232c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$88.50	#####
233	Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County	ESTIMATED QUANTITY (TONS)	PRICE PER TON	TOTAL
233a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	6,000	\$154.80	\$928,800.00
233b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	25,000	\$154.80	\$3,870,000.00
233c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$154.80	#####
234	Eligible Citizen Drop Off Sites and Consolidated Collection Points C&D Debris Removal Work consists of the collection and transportation of	ESTIMATED QUANTITY (TONS)	PRICE PER TON	TOTAL
234a	Level 1 Local Storm (Tornado, Minor Hurricane	6,000	\$154.80	\$928,800.00
234b	Level 2 Disaster (Significant Hurricane Damage	25,000	\$154.80	\$3,870,000.00
234c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$154.80	#####
235	Removal of NON-Eligible Hazardous Trees Work consists of removing non-eligible hazardous leaning trees or hazardous limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal. Non-eligible trees will only be removed at direction of County when the County deems this it necessary for public safety.	ESTIMATED QUANTITY (TREES)	PRICE PER TREE	TOTAL
235a	6 inch to 12.99 inch diameter eligible Leaning Tree	200	\$95.00	\$19,000.00
235b	13 inch to 24.99 inch diameter eligible Leaning Tree	150	\$175.00	\$26,250.00
235c	25 inch to 36.99 inch diameter eligible Leaning Tree	50	\$315.00	\$15,750.00
235d	37 inch to 48.99 inch diameter eligible Leaning Tree	20	\$315.00	\$6,300.00
235e	49 inch and larger diameter Eligible Leaning Tree	10	\$315.00	\$3,150.00
235f	(Per tree) Removal of Eligible Hanging Limbs >2"	1,000	\$80.00	\$80,000.00

\$88.50 \$88.50

236	Removal of NON-Eligible Hazardous Stumps Work consists of removing non-eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DDMS location or County Designated Final Disposal Site. Non-eligible stumps will only be removed at direction of County when the County deems this it necessary for public safety.	ESTIMATED QUANTITY (STUMPS)	PRICE PER STUMP	TOTAL
236a	24.1 inches to 36.99 inch diameter Eligible Stump	10	\$275.00	\$2,750.00
236b	37 inch to 48.99 inch diameter Eligible Stump	5	\$275.00	\$1,375.00
236c	49 inch and larger diameter Eligible Stump	5	\$400.00	\$2,000.00
237	Management and Operation of DDMS Work consists of management and operation of DDMS. This includes properly segregating materials and preparing materials for reduction; following all laws, codes, and ordinances. This price per day rate is separate from the actual reduction. The rate will apply as a whole and is not affected by the number of sites.	ESTIMATED QUANTITY (Cubic Yards)	NA	PRICE PER DAY TOTAL
237a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	NA	\$ 1,000.00
237b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	NA	\$ 1,000.00
237c	Level 3 Disaster (Catastrophic damage countywide)	1,300,00	NA	\$ 1,000.00

The following information is required for price redetermination consideration.

Enter type of fuel used: Diesel or Gasoline	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc.,	5.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is directly	25.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of	70.00%
	Must equal 100%
Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.	

\$88.50 \$88.50

Vehicles and Equipment

Aftermath Disaster owns a fleet of ten self-loading, debris-hauling truck and trailer combination units that have approximately 170 cubic yard capacity per unit. All of our equipment is well maintained in order to minimize breakdowns. We have staff mechanics on our maintenance crew who are always on hand in case a mechanical failure occurs which further reduces down time. Our mobile service trucks are equipped to handle anything but the most major of breakdowns.



Additionally, because we have been in the disaster recovery business for over a decade, we have relationships with a plethora of storm debris contractors—from organizations with fleets to the one-man owner-operator. We can draw on our substantial subcontractor registry to mobilize as many units as Lake County may require.



Year	Make	Model	Description	VIN#/Company ID #	Asset Class
2022	PETE	567	Truck, loader	1NPCL40XXND775649	VEHICLE
2022	PETE	567	Truck, loader	1NPCL40XXND775650	VEHICLE
2022	PETE	567	Truck, loader	1NPCL40XXND775651	VEHICLE



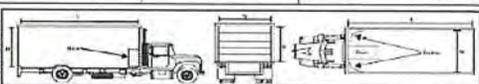
Year	Make	Model	Description	VIN#/Company ID #	Asset Class
2022	PETE	567	Truck, loader	1NPCL40XXND775652	VEHICLE
2007	FRGHT	TR	Truck, loader	1FVMC5DE27HY25596	VEHICLE
2002	Sterling	LT	Truck, loader	2FZHAZA892AJ63622	VEHICLE
1987	KW	TR	Truck, loader	1XKWDB9X4HS340685	VEHICLE
1994	KW	W900	Truck, loader	1XDDB9XXRJ621484	VEHICLE
1995	Ford	TR	Truck, loader	1FDZY90T8SVA08301	VEHICLE
1992	WSTR	TR	Truck, loader	2WLPCCCH1NK930453	VEHICLE
1986	FRGHT	TR	Truck, loader	1FUPYSYBOGH275039	VEHICLE
1994	KW	T800	Truck, loader	1XKDDB9XXRJ621484	VEHICLE
2006	Sterling	TR	Truck, haul	2FWJA3AV26AU51554	VEHICLE
1997	PETE	TR	Truck, haul	1XP5DB9X3VN431334	VEHICLE
2001	INTL	TR	Truck, tool	1HTSCAAM91H376645	VEHICLE
1991	Ford	F700	Truck, pickup	1FDNK74PXMVA36377	VEHICLE
2007	Chev	2500HD	Truck, pickup	1GCHK23637F501674	VEHICLE
2019	Ford	F250	Truck, pickup	1FT7W2BT3KEE40607	VEHICLE
2019	Chev	Suburban	Truck, SUV	1GNSKHKC4KR186883	VEHICLE
1982	Transcraft	TR	Trailer	TC16976	TRAILER
1984	Grai	DP	Trailer	G8418078	TRAILER
2006	Transcraft	FB	Trailer	1TTE5320761079356	TRAILER
2006	Transcraft	FB	Trailer	1TTE5320361079354	TRAILER
1999	KIDR	VN	Trailer, enclosed	1K9132811X2054014	TRAILER
1987	Town	FB	Trailer, flatbed	2237	TRAILER
1992	Frue	FB	Trailer, flatbed	1H2P05029NW038402	TRAILER
1998	RDIH	FB	Trailer, flatbed	47SF252T8W1013601	TRAILER
2000	Vern	FB	Trailer, flatbed	5B7291866Y000368	TRAILER
2003	Hmde	FB	Trailer, flatbed	MS15TL00X00009056	TRAILER
1993	TARA	FB	Trailer, flatbed	1T9EA4881P1204398	TRAILER
2000	BTEX	UT	Trailer, gooseneck	4K8GX2624Y1361276	TRAILER
2002	GENR	FB	Trailer, loader	112H8V329YL056277	TRAILER
2004	Load	UT	Trailer, loader	4ZECF182741168639	TRAILER
2020	Braz	LB	Trailer, lowboy	4B9BKL37LH054725	TRAILER
1999	Trai	SD	Trailer, stepdeck	067453	TRAILER
1999	RAVE	FB	Trailer, stepdeck	1R1F44826XK990418	TRAILER
1998	Bels	UT	Trailer, utility	16JF0242W1031911	TRAILER
2000	CM	VN	Trailer, utility	49TCB1018Y1048331	TRAILER
2018	DownToEarth	DTE824D07B	Deckover trailer	5MYDD2425JB061521	TRAILER
2020	Kubota	95	Skid Steer	KBCZ063CPL1G52111	EQUIPMENT
2015	Bobcat	A300	Skid Steer	572315561	EQUIPMENT
2008	Bobcat	A300	Skid Steer	541321755	EQUIPMENT
2007	Bobcat	A300	Skid Steer	539911943	EQUIPMENT
2005	Bobcat	A300	Skid Steer	526411597	EQUIPMENT
2003	Bobcat	A300	Skid Steer	521111459	EQUIPMENT



Year	Make	Model	Description	VIN#/Company ID #	Asset Class
2002	Kobelco	SK250LC	Excavator	LL08-U0520	EQUIPMENT
2013	Morooka	MST3000VD	Tracked dump	A300106	EQUIPMENT
2014	Pans	12x4	Aluminum pans	Childress custom	PANS
2019	CanAm	8MKC	ATV, Defender Max	3JBUCAP48KK001225	VEHICLE
2005	HM	42	Barge	NJZ44968HULL	VESSEL
2005	HM	45	Barge	NJZ44969HULL	VESSEL
2017	HM	40	Barge	TX94056	VESSEL
2015	HM	40	Barge	TX56125	VESSEL
2018	HM	40	Barge	TX45821	VESSEL
2008	Child	Barge	Barge, aluminum deck	TQE01190E808	VESSEL
1979	Panther	15	Airboat	PAP019000079	VESSEL
2006	SilverDollar	21'	Airboat	OK501108G506	VESSEL
2008	HM	45	Vessel	NCZ38635D808	VESSEL
2004	Skiff	24	Boat	EKHA2509J304	VESSEL
2004	Skiff	24	Boat	EKHA3061J221	VESSEL
2004	Skiff	24	Boat	EKHL3496J115	VESSEL
2003	Coam	LT	Travel trailer	1TC2B046233001255	BUNKHOUSE
2012	KYRV	TV	Travel trailer	4YDT28122CD420049	BUNKHOUSE
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBPOK2BL5092	BUNKHOUSE
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBP1K2BL5165	BUNKHOUSE
2019	Starcraft	AutumnRidge	Travel trailer	1SABSOBP8K2BL5163	BUNKHOUSE
2017	Morbark	6600	Horizontal grinder		GRINDER
2017	Morbark	6600	Horizontal grinder		GRINDER
2016	Caterpillar	320	with shear		EXCAVATOR
2017	Caterpillar	326	with thumb		EXCAVATOR
2019	John Deere	650	dozer		BULLDOZER



Sample Truck Certification Form and Aftermath Placards

TRUCK CERTIFICATION FORM				TRUCK CERTIFICATION FORM																																			
GENERAL INFORMATION				CUMM TRUCK MEASUREMENTS (SEE DIAGRAM BELOW FOR MEASUREMENT GUIDES)																																			
APPLICANT	POSITION			TRUCK MEASUREMENTS	Length (L)	Width (W)	Height (H)																																
CONTRACTOR	DATE			HIGHEST MEASUREMENTS	Length (L)	Width (W)	Height (H)																																
MEASUREMENT LOCATION	COUNTY			RADIUS MEASUREMENTS	Radius (R)	Height (H)																																	
DECLARATION NUMBER				<table border="1"> <tr> <td>BED VOLUME (BASIC)</td> <td>$L \times W \times H / 27$</td> <td>0</td> <td>Cubic Yards (CYD)</td> </tr> <tr> <td>PISTON VOLUME</td> <td>$(L - 2) \times (W - 2) \times H / 27$</td> <td>0</td> <td>Cubic Yards (CYD)</td> </tr> <tr> <td>RADIUS VOLUME</td> <td>$(3.14 \times R^2 \times H) / 27$</td> <td>0</td> <td>Cubic Yards (CYD)</td> </tr> <tr> <td>TOTAL</td> <td></td> <td>0</td> <td>Cubic Yards (CYD)</td> </tr> </table>				BED VOLUME (BASIC)	$L \times W \times H / 27$	0	Cubic Yards (CYD)	PISTON VOLUME	$(L - 2) \times (W - 2) \times H / 27$	0	Cubic Yards (CYD)	RADIUS VOLUME	$(3.14 \times R^2 \times H) / 27$	0	Cubic Yards (CYD)	TOTAL		0	Cubic Yards (CYD)																
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Truck #					
Capacity					CYD
Subcontractor					Client
Disaster					



Personnel Overview

Our leadership works to ensure all tasks are skillfully performed to the highest professional standards. Aftermath's commitment to effective communication, strong leadership, and a sense of responsibility to the community results in a completed project that exceeds expectations. Our goal is to ensure that our clients are happy and satisfied with our work. We want to serve you so you can get back to serving the Lake County community.

Meet our team

Melanie Corley, **President and 100% owner**

Melanie Corley has extensive experience in serving the needs and issues inherent in disaster recovery and remediation. She actively develops unique strategies to respond to and provide unmatched service to our clients. Her effective communication lays the groundwork necessary to ensure goals are met and clearly defined for a well-working partnership, and she has developed strong relationships with local partners in the clean-up efforts.

She holds both a Juris Doctorate and a Bachelor of Business Administration from the University of Texas at Austin. Melanie is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Obie Corley, **Vice President**

Obie Corley is one of the foremost experts in all phases of disaster recovery operations including removal, reduction, recycling, disposal, and restoration. He knows how to quickly mobilize a team and manage multi-site recovery contracts while still maintaining a personal interest in each project.

Obie has a fundamental understanding of environmental and economic recovery and can restore sites under strict compliance and awareness of FEMA, DOT, OSHA and other agency standards. He is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Katie Halvorson, **Office Administrator**

Katie Halvorson is a contract administrator whose attention to detail keeps projects' documentation requirements in compliance to ensure maximum FEMA reimbursement. Her superior communication enables all stakeholders to be well-informed and equipped with their requirements. Ms. Halvorson is certified by the NIMS Emergency Management Institute ICS 0100, ICS 0200.

Adam Gonzalez, **Director of Business Operations**

Adam works to create and implement systems that ensure smooth and efficient operations inside of the company, as well as establish relationships that enable our team



to work at maximum effectiveness in concert with all stakeholders. Adam is certified by the NIMS Emergency Management Institute ICS 0100.

Reese Corley, **Project Manager**

Reese's leadership ability and communication skills are an asset to our team and our clients. His tenacity and perseverance translate to excellent problem-solving skills and a determination to not quit until each job is done right. His energy and drive helps us meet deadlines and overcome all obstacles.

Jackson Corley, **Project Manager**

Jackson Corley is a talented and capable manager. His technical and strategic skills provide effective solutions to project challenges. As a Project Manager, his duties include, but are not limited to, finalizing and implementing the project approach, managing equipment deployment and maintenance, overseeing DDMS management, ensuring safety of employees by enforcing strict jobsite safety protocols in accordance with OSHA and company policies, as well as coordinating with stakeholders. Jackson's leadership abilities and quick thinking combine to make him a valuable contribution to our team.

Blain Rushing, **Project Manager**

Blain Rushing handles the management and maintenance of our equipment, managing all aspects of our company owned equipment usage including scheduling and logistics. He ensures proper operation, minimizes downtime, and coordinates with maintenance teams for regular servicing and repairs. He also develops and manages detailed construction schedules, work plans, and resource allocations. Blain ensures all phases of the project—from pre-construction through closeout—are completed on time, within scope, and on budget. Enforces strict jobsite safety protocols in accordance with OSHA and company policies. Leads safety briefings, conducts regular site inspections, and promptly addresses hazards to maintain a safe working environment. His communication skills and management style provides team leadership with clear communication for all stakeholders.

Rock Malone, **Senior Project Manager**

With 30 years of experience in disaster relief recovery, Rock has amassed an extensive background in high-level management, disaster response, and excellent communication skills. Recent projects of note include managing land-based debris for removal operations in Jackson County, Florida, and water-based debris removal from Buffalo Bayou in Houston following Hurricane Harvey.

Damian Sazama, **Project Manager**

With his background in the US Navy, Damian has a unique perspective and is very service-oriented to provide above and beyond service for Aftermath clients. He's been in the disaster recovery industry for five years and recently managed the 2018 Lee County waterway debris removal project.



Phillip Riippa, Heavy Equipment Manager

With 40 years of experience as an operator and mechanic, Phillip was one of the original employees at Aftermath and now oversees our heavy equipment division. His expertise in diagnosing equipment issues helps us keep equipment downtime to a minimum while also minimizing any negative environmental impacts.

Debris Removal Team Members

In addition to our Principals and team members listed with their biography summaries, our on-the-ground team consists of the following Aftermath personnel.

Alonso Albino	David DiPietro Sr	Phil Riippa
Chris Albritton	Brayton Fontenot	Blain Rushing
Vincent Butler	John "JJ" Goudey	Quincy Smith
Jackson Corley	James Harden	Charles Tabor
Obie Corley	Gerald Johnson	Arlan Teeters
Randy Corley	Dave Mittlestadt	Michael Wascom
Reese Corley	Reece Pack	Brent Willey
Chris Daniels		

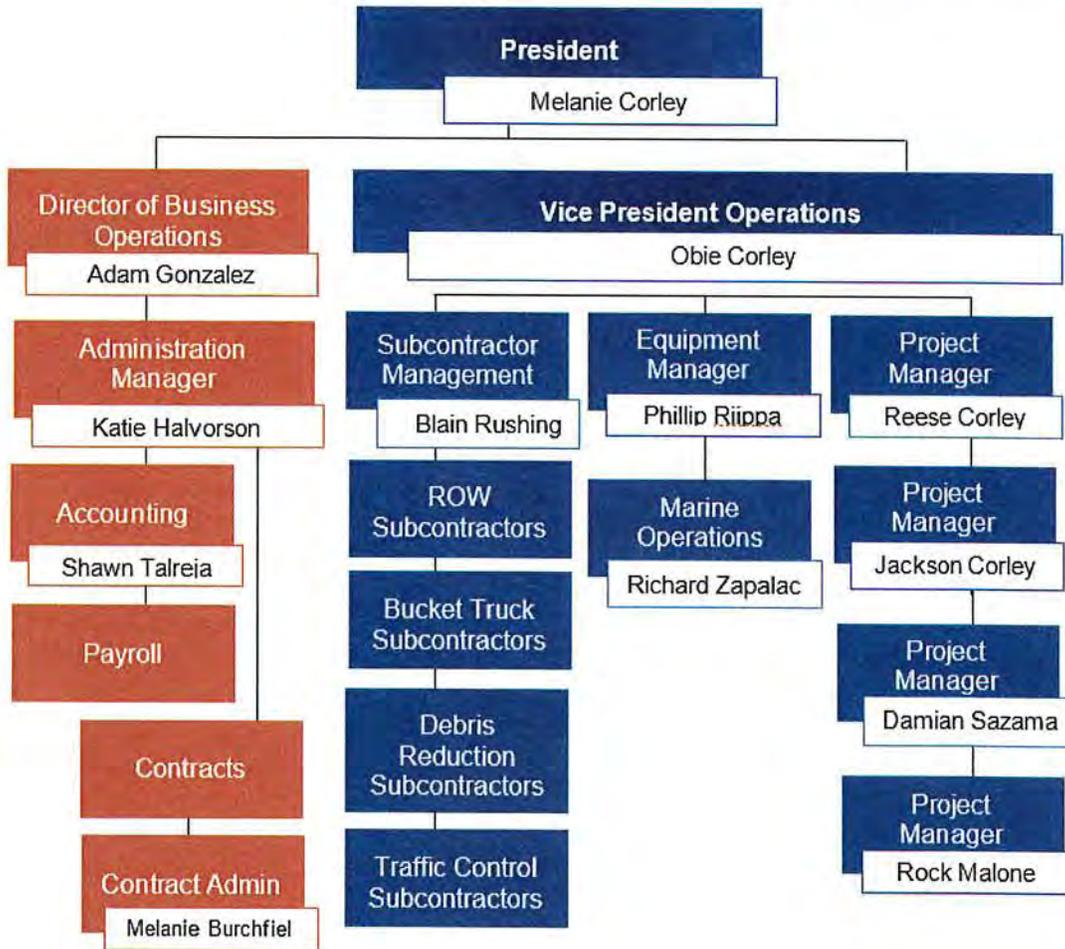
Our Response Team

Through all the phases of a project, Aftermath will coordinate closely with Lake County and the community to ensure all tasks are performed with skill and to the highest professional standards. From the beginning of the project, you will work with our owners and can expect good communication, strong leadership, and a sense of responsibility to Lake County. We want to serve you so that you can get back to serving your community.

Contact Name	Title	Phone Number	Email
Obie Corley	Vice President	972-567-1491	obie@aftermathdisaster.com
Blain Rushing	Project Manager	903-360-6671	blain@aftermathdisaster.com
Adam Gonzalez	Director of Business Operations	972-984-8969	adam@aftermathdisaster.com
Melanie Corley	President	972-567-1489	mkcorley@aftermathdisaster.com



Organization Chart



"I would recommend Aftermath's services to anyone enthusiastically. Obie and his men were excellent, polite, and neat.

*-Dr. William Stone
Dog Island Conservation District*



Subcontractor Management

While we staff all projects with our team first, to provide the highest quality service for Lake County, Aftermath may need to activate a team of subcontractors to assist company personnel on a per-project basis. This allows us to provide quicker and more efficient debris removal on any scale required.

Subcontractors are closely vetted with the strictest detail by the Aftermath team before being added to a list of approved subcontractors. They also are expected to work to the same high standards as our employees. Aftermath sets clear and detailed expectations for all subcontractors to follow to better execute disaster recovery efforts and benefit Lake County and the community.

Aftermath's Role in Subcontractor Management

Aftermath will be the primary contact for the project including day-to-day project management, supervision of communication, reporting requirements, and quality assurance. With detailed subcontractor management processes, Aftermath ensures quick activation of any subcontracts and ensures subcontractors deliver the same high-quality work as the Aftermath employees at all times.

Subcontractor Responsibilities

Debris removal subcontractors may play a critical role in project execution. Subcontractors' main responsibilities include loading debris, hauling debris to the designated DDMS, and utilizing a "clean as you go" approach as the project progresses. Every subcontractor must also meet the same standards and adhere to all compliance and environmental guidelines as Aftermath employees.

Subcontractors are valued as part of our team and as such are also required to submit daily progress reports to the Project Manager. The Project Manager uses these updates to adjust the plan to maximize effort and minimize the time it takes to achieve the project goals. This planning process creates the best outcome for Lake County because the work of our subcontractors is always aligned with your goals and our overall project plan.

Top-down Project Management

Our Project Manager coordinates the work of all subcontractors to ensure that they are successfully and seamlessly integrated into the entire project in a cohesive manner. This also means Aftermath can make decisions quickly, when needed, to ensure the safety of employees and contractors and to mitigate any risks to the project.

Key Takeaways

- Aftermath Staff First
- Thoroughly Vetted Subcontractors
- Project Manager oversight
- Diversity & Inclusion Efforts

Ensuring Consistency and Quality Assurance

Aftermath's priority is to provide the highest quality of service to ensure the clean up at Lake County's site is performed quickly and safely, which will allow your community to get back to "business as usual" as soon as possible. If an event is large enough that Aftermath needs support in addition to our own employees, we will utilize subcontractors to act in our place where needed.

The following factors allows Aftermath to ensure Lake County receives the consistency of our high-quality service even when we employ external subcontractors:

- All subcontractors are vetted by our senior management team and company owners.
- All subcontractors are closely supervised by our Site or Project Supervisors.
- Before starting any on-site work, every contractor is provided with a detailed and unambiguous subcontract that outlines their legal obligations.
- All subcontractors submit daily progress reports to ensure they are keeping to schedule and can inform the Project Manager about any issues in their designated areas.
- Aftermath provides templates for subcontractor invoices for consistency.

Ultimately, subcontractors are acting under the umbrella of Aftermath, and we are responsible for ensuring their work product and conduct for Lake County are of the highest standards.

Non-Discrimination Initiatives

Subcontractors are a key part of a successful business. To accomplish this, Aftermath looks for subcontractors from a variety of sources including:

- Minority and small business trade associations
- Business development organizations and local chambers of commerce
- Via review sources from the Dynamic Small Business Search site
- Via review sources from the System for Award Management site
- Via review sources from the Department of Veterans Affairs, Vendor Information Pages VIP



Whether Lake County's project can be accomplished with our own team or in conjunction with subcontractors, you can rest assured that it will be completed with the same level of service and personalized attention that our clients know and love.

Past Subcontractor List

Aftermath self-performs over 85% of our project work. It is not anticipated that we would need subcontractors for this project; however, in the past we have worked with the following subcontractors.

Company Name	Contact Name	Phone #	Email	Address	Service
Optimal Recovery, LLC	Brent Reedy	352-206-5541	optimalrecovery@tampabay.rr.com	34618 Mission Bell Ln. Dade City, FL 33525	Loader trucks
Brown Tree Service	Troy Brown	870-723-5098	troy.browntreeservice@gmail.com	104 Megan Dr. Monticello, AR 71655	Bucket trucks
Clarks Enterprise	David Clark	985-335-6069	emily@clarksenenterprise.com	35823 Doc Butler Rd Mt Hermon, LA 70450	Loader trucks
Conroe Environmental, LLC	Shaun Wellborn	512-636-6255	shaunzes@att.net	3030 Hemingway Montgomery, TX 77356	Chip hauling
Fowler Construction	Sammy Fowler	903-262-5655	sfowler2594@gmail.com	3578 W. US Hwy 80 Mineola, TX 75773	Dump trailers
Crosseroads, LLC	Kevin Schlosser	608-769-4977	sr.schlosser@yahoo.com	1009 Saddlewood St. Holmen, WI 54636	Bucket trucks
Crosseroads, LLC	Kevin Schlosser	608-769-4977	sr.schlosser@yahoo.com	1009 Saddlewood St. Holmen, WI 54636	Loader trucks
Northshore Enterprises, Inc.	Phil Riippa	850-346-8586	northshorercovery@yahoo.com	311 1st St SE Holiday, ND 58636	Loader trucks
Reid Trucking	Grant Reid	512-879-8799	reidgrant87@yahoo.com	PO Box 451 Liberty Hill, TX 78642	Loader trucks
Lancaster Construction	Zeno Lancaster	828-507-7407	lancasterconst@yahoo.com	3579 Ironworks Dr Whiteville, NC 28472	Loader trucks
Branum Trucking	Jake Branum	251-937-1772	sales@nbprints.hop.com	122 North Hoyle Ave. Bay Minette, AL 36507	Loader trucks



Aftermath Disaster Recovery

Lake County, Florida – RSQ #25-918

Company Name	Contact Name	Phone #	Email	Address	Service
Diamond M Land Management	Jake Moore	325-248-1115	j.moore@diamondmlandmanagement.com	226 CR 183 Stephenville, TX 76401	Grinders
G3 Construction LLC	Carl Gilbert	850-653-6779	carl@g3const.com	16998 NW Charlie Johns St Blountstown, FL 32424	End dumps
H2 Construction	Rick Hostetter	660-641-2500	h2construction@live.com	702 W Walnut Waverly, MO 64096	Loader trucks
Parker Resource Group	Rich Parker	951-333-8417	rparkermgmt@gmail.com	534 E Benwood St Covina, CA 91722	Loader trucks
DNR Group LLC	Glen Nelson	504-214-2892	nelsonbros@cox.net	12246 River Rd St. Rose, LA 70087	Loader trucks
MTN Leasing LLC	Matthew Nelson	504-491-6190	mtnleasing@outlook.com	166 Dunleith Dr Destrehan, LA 70047	Loader trucks
New Masada Environmental	Lalo Torres	832-276-3528	newmasada@gmail.com	PO Box 690731 Houston, TX 77269	Grinders
Tiger Bayou, Inc.	Clyde Ewing	225-337-1208	ewing9437@hotmail.com	PO Box 276 Erwinville, LA 70729	Bucket trucks
One Choice Logistics	Nani Bernal	954-662-6716	nbernal@onechoice-logistics.net	Hollywood, FL	Loader trucks
D&T Marriott Enterprises, LLC	Dale Marriott	660-258-2521		29548 Jucco Dr., Brookfield, MO 64628	Loader trucks
Sunderland Trucking	Joe Sunderland	660-248-5261	sunderlandtrucking@yahoo.com	450 CR 303 Fayette, MO 65248	Loader trucks
Colonial Tree Service	Carl Ross	215-768-8751	carlrossicolonial@gmail.com	1855 Street Rd, Southampton, PA 18966	Loader trucks
Olson Trucking	Spencer Olson	715 – 797-2983	dolson_solson@yahoo.com	17880 Dubbert Rd., Whitehall, WI 45773	Loader trucks
J&B Construction Services	Hannielle Joseph	(813) 367-0880	hannielle@jb-construction-inc.com	4300 N University Dr, F-100, Sunrise FL 33351	Loader trucks





Tab 4: Proposed Solution

Pre-Planning Activities

As your partner in planning for a major event, Aftermath studies your current debris management or Collection Plan; we can assist in the creation or revision of a debris management plan if needed. An annual planning and training activity day is available as requested. This process involves the following steps.



Our steps center around our commitment to listen to and identify the needs of Lake County.

- Aftermath assists in developing and/or reviewing sector maps of the County and identifying immediate needs facilities including schools, hospitals, distribution centers, and government buildings.
- We also identify all potential debris and equipment staging sites according to the information the County provides.
- Routes are then identified and numbered according to your priorities so that we know in advance how we will deploy the rapid response push-crews.
- Once our review is complete, we discuss our findings with the County to make sure we have accurately captured your priorities into our planning.

Pre-Landfall Protocol

Our Pre-Landfall Protocol builds on our work from the Pre-Planning Activities. Depending on the amount of advance notice given, if an event becomes possible, we employ the following protocol:



72 Hours until possible event

- Vice President of Operations monitors and tracks hurricanes and other weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of any event.
- We communicate with the County Debris Manager to verify our primary, secondary, and 24-hour emergency contact numbers for our designated personnel.
- Location of all equipment is assessed to ensure the ability to respond as quickly as possible. We have staging sites in strategic locations throughout the Gulf Coast.
- Equipment haul routes are identified and any necessary travel permits are identified.

48 Hours until possible event

- Vice President of Operations continues to monitor and track the weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of the event.
- Depending upon the strength, size and track of a storm, the appropriate staging location will be chosen to ensure equipment is not impacted by the storm, but is convenient for rapid deployment.
- Assets will include emergency road-clearing equipment, loading and hauling equipment, mobile campers or temporary housing units.
- If government officials choose to stay in place, our project manager would be deployed to the location to ride out the storm to assist in immediate assessments following the event.

24 Hours until possible event

- Vice President of Operations continues to monitor and track the weather events through weather channels, the National Weather Center, Office of the Governor, and other weather-related websites. Our team is updated every few hours on the status of the event.
- All necessary travel permits would be acquired.
- All equipment units and personnel are staged ready for deployment.

Immediately Post-event

- Once we have a Notice to Proceed, our Project Manager will begin assessments and estimating debris volume with the County's Debris Manager or other representative.
- Debris estimates will dictate equipment and personnel requirements.
- The team will identify priorities according to the pre-event planning previously conducted incorporating the current health and safety issues, and environmental issues.
- The equipment staging site is designated.
- All equipment and personnel is deployed to begin operations.

Mobilization

Lake County's goal is to see your community restored as quickly as possible following a disaster. Our responsiveness helps you achieve this. For example, Aftermath's Project Manager designated to Lake County will begin mobilizing a team within 2 hours of your call with the objective to have equipment staged in less than 24 hours. Our job is to get your cleanup efforts started fast and efficiently while adhering to all local, federal, and environmental laws and regulations.

Mobilization, cleanup, and demobilization will occur with as minimal disruption to the public as possible.

Mobilization Process

First, Aftermath will deploy the project manager and begin mobilization of truck drivers, equipment operators, cut crews, push crews, and support personnel as the project requires so they begin staging on-site within 24 hours. Then the Project Manager will

**Fast
Responsiveness**

Team Mobilization

within 2 hours

Equipment staged

less than 24 hours



coordinate with Lake County to create a plan for debris removal and be your on-the-ground contact until demobilization is completed.

Project Approach and Methodology

Approach

With Aftermath’s proven processes and well-organized approach, Lake County can trust us to handle all aspects of disaster-related debris clean up and removal as quickly as possible, while complying with all local and federal laws and regulations.

In the middle of a chaotic situation, we bring organization and peace of mind with our approach. First, you will be assigned a Project Manager (PM) who is dedicated exclusively to your project and is only a phone call away throughout the project. This manager will oversee the entire project and be your main point of contact for the duration of the contract.

Once the Project Manager is assigned, we will work through our methodology, as described below.

Methodology

From the preliminary assessment of the disaster site to project closeout, we follow 7 standard steps to ensure compliance, safety, and efficiency for Lake County.

7 Steps for Success

1. Damage Assessment & Planning
2. Prioritize Emergency Road Clearance
3. Zone Designations
4. Debris Removal
5. Debris Transferred to DDMS
6. Zone Completion
7. Site Closure

Step 1: Perform a Damage Assessment and Create Project Plan

The first step before any clean up can commence is to do a preliminary damage assessment. The damage assessment provides guidance on the estimated debris volumes, number of units required for operations, and the methodology for debris removal including the number of units per zone, temporary staging sites, and final disposal sites. This assessment also identifies the hardest hit areas and the highest priority zones to ensure the most critical areas receive attention first.

Our debris cleanup and disposal plan is created to maximize efficiency and safety while being as minimally intrusive to Lake County residents as possible.

Step 2: Prioritize Emergency Road

Clearance

One of our first cleanup tasks is to ensure critical roadways in the area are cleared to allow safe travel for emergency vehicles, debris-removal equipment and trucks, and your



residents. Our goal is to remove debris from roadways so they are passable as quickly as possible after the event. The timeline for this will be outlined in our project plan so you can keep the Lake County community and businesses informed.

Step 3: Designate Zones

The affected area will be divided into separate zones. The completion of individual zones within the area is dependent on many factors including the amount of debris, the size and type of the roadways, height and location of powerlines, traffic patterns, and distance to disposal sites. Given the various factors, Aftermath will provide an approximate date for completion of the cleanup in each zone. Our work experience enables us to accurately estimate the time to complete a zone given the amount of debris in a zone, the number of units assigned to that zone, and the capacity of those units. Completion will be confirmed by a written release before crews begin work on the next zone.

Step 4: Remove Debris from Disaster Site

Once Lake County deems the emergency push phase complete, we will begin removing debris from the disaster-affected area. Our trucks load identified debris at the disaster site, and it is made safe for transport. As part of this process, all trucks are measured to determine debris removal capacity, and once certified by a Monitor or County Debris Manager or other representative a placard is placed on the truck once reviewed. All debris removal trucks are given load tickets upon pickup to be turned in at the drop off location in order to track the amount and location of debris they remove throughout the project.

Aftermath takes special care to ensure that all debris transported from the disaster site is contained to prevent leaking or spilling during transport. All debris disposal personnel are specially trained in the safe collection and transportation of these materials.

Debris Definition and Collection

For the safety of the Lake County community, our staff, and assigned contractors, all debris removal is in compliance with FEMA regulations. Work will include all costs to safely remove, transport, and dispose of eligible debris and comply with all required laws and regulations.

AFTERMATH DISASTER RECOVERY, INC. DEBRIS LOAD TICKET			
Client Name:		Disaster No:	Ticket Number:
Truck Company Name:			
Truck Driver Name:			
Loading Date:		Loading Time:	
Loading Location (Street Address):		Loading Zone:	
DEBRIS QUANTITY			
Truck No.:	Measured CY Capacity:	% Full:	Actual CY Load:
Monitor Name:		Tons:	
DEBRIS Classification		Stump Classification	
		ROW (Public property)	
Vegetative		Small (24"-36" diameter)	
C = D		Medium (37"-48" diameter)	
White Goods		Large (48" or greater diameter)	
Other (state type)			
Dumping Date:		Dumping Time:	
Reduction/Disposal Dumping Location:			
ADR Representative:		Client Representative:	
State Inspector (if applicable):		Federal Inspector (if applicable):	

Load Ticket Template



Debris collection may include:

ROW Vegetative Debris

(Includes whole trees, stumps, and branches; shrubs; and other leafy material)

We will work closely with Lake County or a monitoring firm to identify eligible debris prior to removal. Downed vegetation will be cleared from the rights-of-way using grapple trucks and skid steers. We will also ensure that no vegetative debris is left on road surfaces, utilizing a “clean as you go” approach.

Hazardous Tree Limb Removal

If the disaster resulted in only partial damage to trees, damaged and hanging limbs may be removed if they meet a specific set of criteria that may include:

- a limb larger than two inches in diameter
- posing a threat in a public use area
- being located on public property

Hazardous Trees and Stumps

Damaged trees in the designated area of Lake County will be cut flush to ground level when they pose an immediate threat to lives or public health, are on improved property, are six inches in diameter, and at least one of the following:

- leaning more than 30 degrees
- has fallen or become uprooted within a public use area
- over half the tree crown is damaged
- the tree trunk is split or broken branches expose heartwood



For tree stumps, Lake County will measure and certify any stumps to be removed by Aftermath if:

- at least half of the root ball is exposed
- the stump is 24 inches or more in diameter
- the stump is on improved public property or a public right-of-way
- poses a health or safety risk

Construction and Demolition Debris

All construction and demolition debris will be identified and marked for disposal, reduction, or recycling, including lumber and wood, gypsum and wallboard, glass, metal, roofing materials, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully-cured asphalt, equipment, furnishings, and fixtures.

Hazardous Waste

Special care and attention will be taken when removing hazardous or potentially hazardous materials from disaster sites at Lake County. Aftermath and its contractors strictly follow all environmental and safety guidelines to keep site personnel and the public safe during removal, transport and disposal of these materials. Eligible debris will be sorted into the following categories:

- Household hazardous waste that is classified as being corrosive, toxic, ignitable, or reactive (e.g.: motor oils, batteries, cleaning solutions, chemicals, unidentified liquids, paints, light bulbs)
- White goods (e.g.: destroyed or discarded household appliances)
- Electronic waste (e.g.: including computers, TVs, monitors ... etc.)

Putrescent Debris

If the disaster site resulted or uncovered any putrescent or rotting debris, it will be removed and disposed of in accordance with all federal, state, and local regulations. This includes animal carcasses and other fleshy organic matter.

ROW Sand, Soil, and Sediment

If the situation requires the removal of contaminated or unsafe sand, soil, or sediment it can be removed to the designated depth by Aftermath. This includes removal from Lake County streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

On-site Vehicles and Vessels

Vehicles and vessels will be removed from the site if they present a hazard or threat at the entrance and exit in a public area or if it has been abandoned.

Step 5: Transportation of debris to the designated Disaster Debris Management Site (DDMS)

All debris collected from the Lake County's site will be taken to a DDMS before being transported to its final destination. This site has strict perimeter controls to maintain the safety of the contractors and the general public. At this location, the debris is sorted, reduced according to County specifications, and loaded onto transport vehicles to be delivered to designated Final Disposal Sites as required by law.

The debris removal step may include separation of:

- ROW vegetative debris
- construction and demolition materials
- hazardous waste (household, white goods, and e-waste)
- putrescent debris
- sand, soil, and sediment
- on-site vehicles and vessels

Step 6: Complete Work in Each Zone

Once the debris removal crew indicates that a zone is complete, the Project Manager, the Lake County Debris Manager, and the monitoring company will all verify that the debris removal is complete. Completion will be confirmed by a written release before crews begin work on the next zone.

Step 7: Close Out Site

When all cleanup and debris removal have been completed, the site will be shut down and all equipment, storage tanks, and other temporary structures will be removed. Aftermath will return Lake County's site to its original condition prior to the damage, including analyzing site samples to ensure they meet EPA guidelines.

The final step occurs when Aftermath provides Lake County with written notification of the site closure, including all site records for the project.

Daily Standard Workflows

To maintain a high standard of operational procedures, daily checklists and workflows will be followed during the project. These may include:

- **Start-of-day workflows** - Safety meetings are conducted each morning. Work assignments for each crew are reviewed by your Project Manager. Crews then ensure they have all the necessary equipment to complete their assignments. The team also reviews any safety procedures or concerns before starting work for the day.
- **During-the-day workflows** - Each team proceeds to perform their assigned tasks. Load tickets are provided for every load that leaves the site to ensure the chain of custody.
- **End-of-day workflows** - All equipment is secured and shut down. If any issues or concerns arose during the day they are discussed as a team. The Project Manager collects daily load tickets and they are entered into a database to ensure

timely record keeping. Each crew ensures that necessary fuel and supplies are ready for the next day.

At the end of each day, your Project Manager will provide Lake County and the Debris Manager a daily report summarizing the activities and progress from the day.

Aftermath's frequent communication, streamlined process, and ability to tailor our approach based on unique needs are why our clients consistently choose us. Our process places Lake County at the center of our work, and everyone on our team aims to serve your goals and needs. We are happy to adjust our process as you need to ensure Lake County is able to make a fast recovery after any event.

Invoicing and Data Management

Data Management

Aftermath has a 360° view of all aspects revolving around debris removal from Lake County. This includes ensuring that you have all the data and documentation required to qualify for reimbursement to cover the costs of clean up and restoration work.

Every load that is hauled to the DDMS site is issued a printed or handwritten ticket. Copies of these tickets are collected and given to the driver, County, and the monitoring firm (if used). To keep the records organized for Lake County, the Project Manager collects tickets and adds them to a spreadsheet at the end of every day.

Communication is key in any great relationship. In addition to the above, we also provide daily updates and daily reporting to Lake County's specifications.

Weekly summary reports are compiled and delivered at the end of each week.

1 Weekly Summary Report				Week ending	
				1/13/24	
Date Started	Days Worked	Weather Delay Days / Issues			
11/1/23	44	0			
SOUTH COUNTY					
Crew #	Personnel	Equipment	Miles Completed	Tons Removed	
1	2	Long stick excavator, chainsaw	40.53	24,914.82	
2	3	Marsh buggy, chainsaw, tracked truck			
3	3	Excavator, chainsaw, tracked truck			
4	3	Marsh buggy, excavator, chainsaw			
MID COUNTY					
Crew #	Personnel	Equipment	Miles Completed	Tons Removed	
1	3	Marsh buggy, tracked truck, skid steer, excavator, mini-excavator, chainsaw	18.54	8,153.79	
2	2	Mini excavator, tracked truck			
WEST COUNTY					
Crew #	Personnel	Equipment	Miles Completed	Tons Removed	
1	2	John boat	111.68	1431.41	



Disaster Debris Management Sites (DDMS)

When disaster strikes, the best way for a speedy recovery is to follow a proven process that works. That's why Aftermath has a comprehensive plan to manage the collection and disposal of debris and contaminated materials safely and efficiently through a designated DDMS. We do this by thoroughly planning out the site and running an efficient staging, reduction (if applicable), and removal process.

DDMS Planning & Management

Site Establishment

Before any work begins, Aftermath first assists Lake County in determining the best DDMS locations from all available options. Once the site(s) is identified, photographs and videos are taken to record site conditions prior to usage. Soil samples may also be collected to establish the soil conditions.



Perimeter controls

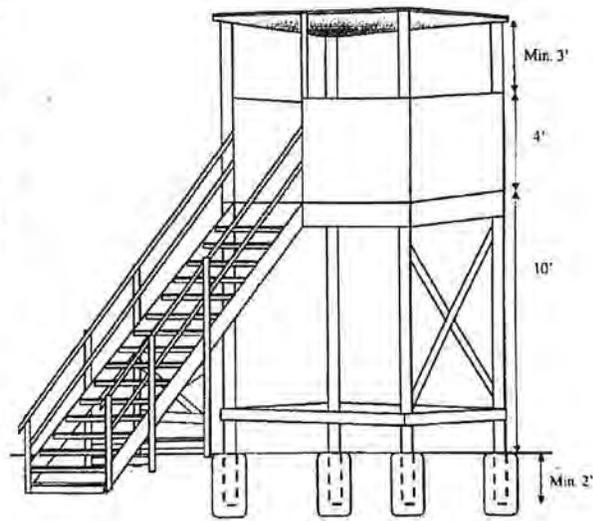
Responsible disaster debris clean up requires the strictest perimeter controls to prevent waste and contaminants at the DDMS from entering the surrounding environment or community. Depending on the location of the DDMS and the nature of the debris, one or more perimeter controls will be used:

- Stormwater controls (e.g.: curbs, berms, hay bales, silt fences)
- Wind controls (e.g.: slatted fencing, tarping, or appropriate covers)
- Preventative spill measures (e.g.: oil booms or filter fabric inlet protection)
- Preventative tracking measures (e.g.: gravel, quarry blend, or rumble strips at exits)

Aftermath is so confident in our perimeter controls, that in the unlikely event a spill or leak occurs, we will take immediate action to get the leak under control, report the incident to local authorities, and pay all clean up costs associated with the spill.

Inspection Towers

To provide a safe location for monitors to inspect truck loads, Aftermath will construct at least one OSHA- and FEMA-compliant inspection tower or adequate scissor lift. The tower will safely fit at least three individuals at a time with 64 square feet of usable floor area.



Example Inspection Tower Drawing

On-site Personnel

To oversee the safety and compliance, Aftermath ensures the following staff are on all DDMS sites:

- **DDMS Foreman:** responsible for monitoring and documenting equipment and labor time.
- **DDMS Safety Manager:** responsible for traffic control and ensuring site operations remain compliant with state and federal Occupational Safety and Health (OSHA), FEMA, and environmental regulations
- **DDMS Site Manager:** oversees debris removal contractors and on-site debris processing contractors to ensure they are compliant with their contract.

DDMS Operations

Debris Staging → Debris Reduction → Final Disposal

Debris Staging

Once the DDMS site begins operating, debris from nearby areas is brought on-site to this central location. The debris is then staged according to its classification, such as vegetative debris, C&D, and household waste. Each DDMS site is monitored to ensure debris is separated into its appropriate classification prior to removal.

Debris Reduction

In some cases, the DDMS becomes overrun with debris before it is time to haul the debris to final disposal. In these situations, Aftermath can perform reduction activities, such as grinding vegetative waste to mulch or incineration. As part of establishing the DDMS, we will work with Lake County to determine if reduction will be needed for the specific project.

Debris Recycling

Aftermath believes that all vegetation should get recycled, and we work with our clients to make sure all rules and regulations are met with this goal in mind. Recycling mulched debris benefits local landfills and the County by reducing waste that would otherwise take up space in a landfill, providing the landfill with cover, and often has a lower final disposal cost.

Hauling Debris to Final Disposal

The staged debris will be hauled to final disposal at the designated location. To measure and control debris removal, when debris is moved from the temporary debris site to final disposal a load ticket is issued from the monitor. The load is then driven directly to the Final Disposal Site to dispose of the debris in accordance with all federal, state, and local rules and regulations.

DDMS Breakdown

Site Remediation

When the site is no longer needed, it will be closed once all temporary structures, materials, and waste have been removed from the premise. Aftermath will return the site to its original condition prior to the project, including analyzing site samples to ensure they meet EPA guidelines.

For your convenience, Aftermath will provide written notification of the site closure, including all chain of custody records for the project.

Demobilization Process

After TDSR closeout procedures have been completed and approved, the Project Manager will begin demobilization to remove all equipment from the area. This process is often completed within 36 hours, including the delivery of all final project reports and documentation.

Post Project

Once Lake County’s project is deemed complete, Aftermath is available for Post-Disaster Recovery meetings to discuss the operations, training, monitoring, and development of the project as a review and for the future preparation of Lake County.

Safety Record and Training

Aftermath Disaster Recovery, Inc.’s safety record reflects our commitment to the safety of our crews while being in a high-risk industry. Because we perform virtually all our own work as opposed to subcontracting our labor out, our incident exposure is greater. We have, however, an incentive to ensure a safe work environment and promote a culture of safety because the actual work being performed is covered by our insurance. Our safety manual is available for review upon request.

	2020	2021	2022	2023	2024
Total Recordable Incidents	0	0	0	0	0
Total Lost Workdays	0	0	0	0	0
Total Incidents involving a fatality	0	0	0	0	0
Citations/Violations	0	0	0	0	0



	2020	2021	2022	2023	2024
Maritime claims asserted	0	0	0	0	0
General Liability claims asserted	0	0	0	0	0

Safety Training

Aftermath provides training for new hires at all levels of responsibility. Supervisors are provided with orientation and trained in all safety rules and materials by top management, and then work alongside current supervisors as a mentor for a two week period to make sure site safety requirements and safety operations are understood.

Our employee training addresses operational issues along with health, safety, and human resources. Because of the nature of our work, it is imperative that our safety policies and procedures are communicated clearly. The safety manager assess training needs and coordinates any necessary training in order to meet the company’s minimum training requirements.

We have a track record of consistently and effectively being able to fill all requirements put forth by Lake County.

Documenting and Resolving Damages

Aftermath is dedicated to full transparency during the entire project. While our processes are clearly defined and our team takes special care when on-site, the unpredictability of disaster debris removal sometimes results in incidental damages. In the event that any incidental damages occur, your Project Manager will personally field all complaints to address 100% of community concerns.

Damage Resolution

100%

of customer complaints fielded by your Project Manager

To expedite solutions, we aim to resolve all matters typically in one day, but certainly within no more than a few days. If resolutions cannot be reached in this timeframe, the matter will be escalated to Aftermath’s general liability carrier immediately.

We take resolving issues seriously, and that’s why each step of our process is documented on our tracking form from inception to resolution, ensuring each complaint is adequately addressed. Because our job is to serve Lake County and the community, we believe that how we handle issues is a direct reflection on our commitment to serve, and we always work to find a speedy resolution.



Sample Incident Report Form

Incident Report Form



Details from Person Completing the Form				
Today's Date		Time		Incident #
Name			Title	
Details of the Incident				
Name of Person Reporting				
Phone		Email		
Address of the Incident				
Description of damages				
Name of Contractor/Subcontractor/Individual (if known)				
Follow Up				
Investigated by		Date		
Plan of action				
Damage Attributed to		Cost		
Expected Date for Resolution				
Closeout				
Date Release Signed				

FEMA Reimbursement

Restoration, clean up and emergency work after a disaster is costly. Aftermath can help Lake County navigate and apply for FEMA reimbursement to obtain emergency funds to support your restoration and repairs. Our goal is to help your community quickly rebuild



after an event, and a key part of that process is receiving all the reimbursement to which you are entitled.

Aftermath's team will work with you to ensure you receive any documentation or other essential information from us to complete the process. We work with all stakeholders, such as FEMA representatives, monitoring firms, Lake County's team, and subcontractors, to ensure maximum eligibility rates.

Overview of the FEMA Process

All projects eligible for FEMA funding follow a similar process. First your local and state governments respond with currently available resources. Then a damage assessment by local, state, and federal agencies determines the loss and recovery needs. Once this has been assessed, the Governor can issue a major disaster declaration and commit state funds to the project. FEMA will then evaluate the request and make their recommendations to the White House for the President to approve or deny a request for a federal emergency declaration. Upon approval, funds will be released shortly after.

To qualify for FEMA reimbursement you must prove:

- The restoration is the result of an emergency or disaster event
- The restoration is located within a designated emergency or disaster area
- The restoration is under your legal responsibility.

We Help:

- Navigate and apply for FEMA Reimbursement
- Gather documentation and essential information from us
- Coordinate with FEMA representative, monitoring firms, and subcontractors for maximum eligibility

If all requirements are met, you can receive funding in as little as a few weeks, or as long as a few months.

Aftermath has worked with many agencies to receive FEMA reimbursements after a disaster. We will help assist and provide guidance on the process as Lake County needs. If desired, Aftermath will host a FEMA training session to guide your team through the FEMA requirements and how to prepare for them.

FEMA adherence

Aftermath Disaster Recovery's projects primarily receive FEMA reimbursement, but we have extensive experience with NRCS, NRDA, and HUD CDBG-DR grant funding sources as well.

Following a major disaster, federal funding may be available to help local governments repair or replace damaged facilities. The primary reason that local governments fail to receive reimbursement is the lack of properly documented disaster costs. Since federal

EXHIBIT B

ATTACHMENT 2 - PRICING SHEET

25-918

ON-CALL EMERGENCY
DEBRIS REMOVAL SERVICES

Aftermath Disaster Recovery, Inc.				
SAVE AND SUBMIT AS AN EXCEL FILE				
Contractor shall furnish all labor, materials, tools, transportation and equipment necessary to provide services to County. Services shall be performed in accordance with specifications listed and implied.				
Alterations to locked cells may result in disqualification of submission.				
<i>Note: Day rate calculations are based on a 10-hour work day</i>				
ITEM #	EQUIPMENT TYPE WITH OPERATOR (Includes fuel and maintenance costs)	UNIT OF MEASUREMENT	COST	DAY RATE
1	5-14 Cubic Yard Dump Truck	Hourly Rate	\$125.00	\$1,250.00
2	15-24 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
3	25-34 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
4	35-44 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
5	45-54 Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
6	55-64 Cubic Yard Dump	Hourly Rate	\$170.00	\$1,700.00
7	65-74 Cubic Yard Dump	Hourly Rate	\$170.00	\$1,700.00
8	75+ Cubic Yard Dump Truck	Hourly Rate	\$170.00	\$1,700.00
9	40 Cubic Yard and under Grapple Truck	Hourly Rate	\$200.00	\$2,000.00
10	41 Cubic Yard and over Grapple Truck	Hourly Rate	\$220.00	\$2,200.00
10a	41 Cubic Yard Grapple Truck Tow Behind Unit	Hourly Rate	\$220.00	\$2,200.00
11	Service Trucks	Hourly Rate	\$80.00	\$800.00
12	Water Truck (2,000 Gallon)	Hourly Rate	\$95.00	\$950.00
13	Water Truck (4,000 Gallon)	Hourly Rate	\$125.00	\$1,250.00
14	up to 40' Bucket Truck	Hourly Rate	\$200.00	\$2,000.00
15	41'-50" Bucket Truck	Hourly Rate	\$220.00	\$2,200.00
16	51'-60' Bucket Truck	Hourly Rate	\$220.00	\$2,200.00
17	61'-80' Bucket Truck	Hourly Rate	\$220.00	\$2,200.00
18	81'+ Bucket Truck	Hourly Rate	\$220.00	\$2,200.00
19	Box Truck	Hourly Rate	\$125.00	\$1,250.00
20	Wheel-Loader 3 CY / 30k lbs	Hourly Rate	\$125.00	\$1,250.00
21	Wheel-Loader 4 CY / 40k lbs	Hourly Rate	\$130.00	\$1,300.00
22	Wheel-Loader 5 CY / 54k lbs	Hourly Rate	\$145.00	\$1,450.00
23	Wheel-Loader 6 CY / 54k lbs	Hourly Rate	\$155.00	\$1,550.00
24	Skid Steer Loader up to 59 HP	Hourly Rate	\$105.00	\$1,050.00
25	Skid Steer Loader 60-70 HP	Hourly Rate	\$105.00	\$1,050.00
26	Skid Steer Loader 71-80 HP	Hourly Rate	\$105.00	\$1,050.00
27	Skid Steer Loader 81+ HP	Hourly Rate	\$105.00	\$1,050.00

\$88.50 \$88.50

28	Loader, Wheel Backhoe 1CY	Hourly Rate	\$135.00	\$1,350.00
29	Loader, Wheel Backhoe	Hourly Rate	\$145.00	\$1,450.00
30	Loader, Wheel Backhoe 1.75CY	Hourly Rate	\$165.00	\$1,650.00
31	Tractor with Box Blade	Hourly Rate	\$125.00	\$1,250.00
32	30 Ton or Smaller Crane	Hourly Rate	\$150.00	\$1,500.00
33	30 Ton or Larger Crane	Hourly Rate	\$300.00	\$3,000.00
34	Bulldozer up to 74 HP	Hourly Rate	\$95.00	\$950.00
35	Bulldozer 75-105 HP	Hourly Rate	\$95.00	\$950.00
36	Bulldozer 106-160 HP	Hourly Rate	\$130.00	\$1,300.00
37	Bulldozer 161-250 HP	Hourly Rate	\$165.00	\$1,650.00
38	Tub Grinder up to 440 HP	Hourly Rate	\$500.00	\$5,000.00
39	Tub Grinder up to 441-630 HP	Hourly Rate	\$500.00	\$5,000.00
40	Tub Grinder up to 631-760 HP	Hourly Rate	\$500.00	\$5,000.00
41	Tub Grinder up to 761+ HP	Hourly Rate	\$500.00	\$5,000.00
42	Equipment Transports	Hourly Rate	\$115.00	\$1,150.00
43	Motor Grader 10' Moldboard	Hourly Rate	\$125.00	\$1,250.00
44	Motor Grader 12' Moldboard	Hourly Rate	\$140.00	\$1,400.00
45	Motor Grader 14' Moldboard	Hourly Rate	\$160.00	\$1,600.00
46	Stump Grinder	Hourly Rate	\$195.00	\$1,950.00
47	Excavator 0.5 CY	Hourly Rate	\$135.00	\$1,350.00
48	Excavator 1.0 CY	Hourly Rate	\$135.00	\$1,350.00
49	Excavator 1.5 CY	Hourly Rate	\$135.00	\$1,350.00
50	Excavator 2.0 CY	Hourly Rate	\$140.00	\$1,400.00
51	Excavator 2.5 CY	Hourly Rate	\$145.00	\$1,450.00
52	Excavator 3.0 CY	Hourly Rate	\$150.00	\$1,500.00
53	Excavator 4.5 CY	Hourly Rate	\$150.00	\$1,500.00
54	Excavator 7.5 CY	Hourly Rate	\$150.00	\$1,500.00
55	Excavator 12 CY	Hourly Rate	\$150.00	\$1,500.00
56	12 Ton Lowboy	Hourly Rate	\$115.00	\$1,150.00
57	25 Ton Lowboy	Hourly Rate	\$115.00	\$1,150.00
58	50 Ton Lowboy	Hourly Rate	\$150.00	\$1,500.00
59	Flatbed Trailer	Hourly Rate	\$125.00	\$1,250.00
60	Passenger Car	Hourly Rate	\$25.00	\$250.00
61	Pickup Truck	Hourly Rate	\$25.00	\$250.00
62	Pickup Truck, 1 Ton	Hourly Rate	\$25.00	\$250.00
63	Pickup Truck, 4X4	Hourly Rate	\$25.00	\$250.00
64	Pickup Truck, Extended Cab	Hourly Rate	\$30.00	\$300.00
65	12' Work Boat with Motor	Hourly Rate	\$225.00	\$2,250.00
66	12' Work Boat without Motor	Hourly Rate	\$200.00	\$2,000.00
67	20' Response Trailer	Hourly Rate	\$90.00	\$900.00
68	36' Response Trailer	Hourly Rate	\$110.00	\$1,100.00
ITEM #	PERSONNEL AND/OR EQUIPMENT TYPE	UNIT OF MEASUREMENT	COST	DAY RATE
69	1" Diaphragm Pump	Hourly Rate	\$20.00	\$200.00
70	1" Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00

\$88.50 \$88.50

71	2" Chemical Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00
72	2" Diaphragm Pump	Hourly Rate	\$20.00	\$200.00
73	2" Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00
74	3" Chemical Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00
75	3" Diaphragm Pump	Hourly Rate	\$20.00	\$200.00
76	3" Suction or Discharge Hose	Hourly Rate	\$10.00	\$100.00
77	3" X 12' Absorbent Boom – Universal	Box of 4	\$75.00	N/A
78	30 Gallon Over-Pack	Hourly Rate	\$10.00	\$100.00
79	4 mil 20 X 100 Polyethylene	Each	\$100.00	N/A
80	2000-3000 Watt Generator	Hourly Rate	\$15.00	\$150.00
81	3001-4000 Watt Generator	Hourly Rate	\$150.00	\$1,500.00
82	4001-5000 Watt Generator	Hourly Rate	\$20.00	\$200.00
83	5001-10,000 Watt Generator	Hourly Rate	\$40.00	\$400.00
84	10,001-20,000 Watt Generator	Hourly Rate	\$60.00	\$600.00
85	5" X 10' Absorbent Boom- Petroleum	Each	\$45.00	N/A
86	55 – Gallon Drum Liners, 10 mil	Each	\$25.00	\$250.00
87	55 - Gallon Drums	Each	\$100.00	\$1,000.00
88	6 mil 20 X 100 Polyethylene	Each	\$130.00	N/A
89	6 mil Bags	Each	\$5.50	N/A
90	8"X10' Absorbent Boom – Petroleum	Hourly Rate	\$55.00	\$550.00
91	95 Gallon Poly Over-pack	Each	\$310.00	\$3,100.00
92	Absorbent Pads Bundle – Petroleum	Each	\$115.00	\$1,150.00
93	Absorbent Pads Bundle – Universal	Each	\$115.00	\$1,150.00
94	Acid Suit	Hourly Rate	\$10.00	\$100.00
95	Administrative Assistant	Hourly Rate	\$35.00	\$350.00
96	Air Blower	Hourly Rate	\$6.00	\$60.00
97	Air Filtration Panel	Hourly Rate	\$2.00	\$20.00
98	Air-Hose Section	Hourly Rate	\$4.00	\$40.00
99	Airless Spray	Hourly Rate	\$20.00	\$200.00
100	Airline Respirator (includes 150' of Airline)	Hourly Rate	\$8.00	\$80.00
101	Asbestos Abatement Supervisor	Hourly Rate	\$65.00	\$650.00
102	Asbestos Abatement Worker	Hourly Rate	\$55.00	\$550.00
103	Asbestos Inspector	Hourly Rate	\$60.00	\$600.00
104	Barrel Cart	Hourly Rate	\$15.00	\$150.00
105	Boot Covers	Pair	\$1.50	N/A

\$88.50 \$88.50

106	Cascade Air System Per Employee	Hourly Rate	\$20.00	\$200.00
107	Caution/Hazard Tape	Each	\$10.00	N/A
108	Chemist	Hourly Rate	\$70.00	\$700.00
109	Chainsaw 18"	Hourly Rate	\$5.00	\$50.00
110	Chainsaw 20"	Hourly Rate	\$5.00	\$50.00
111	Chainsaw 25"	Hourly Rate	\$5.00	\$50.00
112	Chainsaw 30" +	Hourly Rate	\$5.00	\$50.00
113	Circular Saw	Hourly Rate	\$5.00	\$50.00
114	Clerical	Hourly Rate	\$35.00	\$350.00
115	Climber with Gear	Hourly Rate	\$55.00	\$550.00
116	Combustible Gas Indicator	Hourly Rate	\$18.00	\$180.00
117	Cotton or Latex Gloves	Pair	\$1.00	N/A
118	Compressor Small 10 CFM	Hourly Rate	\$10.00	\$100.00
119	Compressor Large 50 + CFM	Hourly Rate	\$20.00	\$200.00
120	Cutting Torch	Hourly Rate	\$15.00	\$150.00
121	Detector Tubes	Pair	\$170.00	N/A
122	DOT Hazardous Waste Labels	Each	\$70.00	N/A
123	Drill w/ Bits	Hourly Rate	\$5.00	\$50.00
124	Duct Tape	Roll	\$20.00	N/A
125	Electrical Cord Section (50')	Each	\$70.00	N/A
126	Equipment Operator	Hourly Rate	\$50.00	\$500.00
127	Extension Ladders	Hourly Rate	\$6.00	\$60.00
128	Fiber drums	Hourly Rate	\$9.00	\$90.00
129	Field Hazardous Material Manager	Hourly Rate	\$75.00	\$750.00
130	Field Hazardous Material Technician	Hourly Rate	\$75.00	\$750.00
131	Field Project Foreman	Hourly Rate	\$90.00	\$900.00
132	Field Project Supervisor	Hourly Rate	\$95.00	\$950.00
133	Fire Extinguisher	Hourly Rate	\$6.00	\$60.00
134	First Aid Station	Day Rate Only	N/A	\$2,000.00
135	Foreman with Truck	Hourly Rate	\$95.00	\$950.00
136	Grounding Cable and Rod	Hourly Rate	\$7.00	\$70.00
137	Hand Auger, Stainless Steel	Hourly Rate	\$9.00	\$90.00
138	Hand Operated Transfer Pump	Hourly Rate	\$6.00	\$60.00
139	Hand Tools Per Employee (Shovels, brooms, etc.)	Hourly Rate	\$6.00	\$60.00
140	Handheld Radios	Hourly Rate	\$4.00	\$40.00
141	Hazardous Material Containment Area Foreman	Hourly Rate	\$90.00	\$900.00
142	Hazardous Material Containment Area Manager	Hourly Rate	\$90.00	\$900.00
143	Hazardous Material Containment Area Supervisor	Hourly Rate	\$90.00	\$900.00

\$88.50 \$88.50

144	Hazardous Material Containment Area Technician	Hourly Rate	\$90.00	\$900.00
145	Hazcat Kit	Day Rate Only	N/A	\$1,500.00
146	Health and Safety Specialist	Hourly Rate	\$80.00	\$800.00
147	Hearing Protection	Each	\$20.00	\$200.00
148	HEPA Vac	Hourly Rate	\$8.00	\$80.00
149	High Hazard Personnel Decontamination	Day Rate Only	N/A	\$1,500.00
150	Inspector with Vehicle	Hourly Rate	\$90.00	\$900.00
151	Kappler Tape	Hourly Rate	\$5.00	\$50.00
152	Laborer	Hourly Rate	\$55.00	\$550.00
153	Leather Work Gloves	Pair	\$42.00	N/A
154	Level A Suit – Kappler Responder or Equal	Each	\$1,100.00	N/A
155	Level B Suit – Kappler Responder or Equal	Each	\$1,100.00	N/A
156	Low Hazard Personnel Decontamination	Each	\$100.00	N/A
157	Mechanized Broom	Hourly Rate	\$5.50	\$55.00
158	Nitrile Gloves	Pair	\$0.50	N/A
159	Noeprrene Gloves	Pair	\$18.00	N/A
160	Office Trailer	Hourly Rate	\$40.00	\$400.00
161	Oil Dry 50 lb	Each	\$55.00	N/A
162	Oil Dry Spreader	Hourly Rate	\$3.00	\$30.00
163	Operator with Chainsaw	Hourly Rate	\$55.00	\$550.00
164	Peat Moss	Bag	\$28.00	\$280.00
165	Personal Protective Equipment/Level A Employee	Day Rate Only	N/A	\$1,100.00
166	Personal Protective Equipment/Level B Employee	Day Rate Only	N/A	\$1,100.00
167	Personal Protective Equipment/Level C Employee	Day Rate Only	N/A	\$100.00
168	Personnel Retrieval Harness	Hourly Rate	\$4.00	\$40.00
169	Personnel Retrieval System	Hourly Rate	\$80.00	\$800.00
170	Ph Paper	Pack	\$10.00	N/A
171	Photographic Equipment	Hourly Rate	\$0.00	\$30.00
172	Photoionization Detector	Day Rate Only	N/A	\$100.00
173	Port a John	Day Rate Only	N/A	\$100.00
174	Portable Eyewash Station	Day Rate Only	N/A	\$100.00
175	Portable Light Stand	Hourly Rate	\$50.00	\$500.00
176	Pressure Washer	Hourly Rate	\$20.00	\$200.00
177	Project Coordinator	Hourly Rate	\$0.00	\$800.00
178	Project Engineer	Hourly Rate	\$80.00	\$800.00
179	Project Geologist	Hourly Rate	\$80.00	\$800.00
180	Proshield	Each	\$150.00	N/A
181	PVC Boots (Hazmat)	Pair	\$50.00	N/A
182	PVC Gloves	Pair	\$20.00	N/A

\$88.50 \$88.50

183	Rain Suit	Each	\$30.00	\$300.00
184	Regulatory Manager	Hourly Rate	\$65.00	\$650.00
185	Respirator Airline, 50' Section	Hourly Rate	\$60.00	\$600.00
186	Respirator Cartridges	Pair	\$45.00	N/A
187	Respirator Wipes	Box of 4	\$20.00	N/A
188	Safety Superintendent	Hourly Rate	\$90.00	\$900.00
189	Saranex	Each	\$100.00	N/A
190	SCBA Bottle Refill	Each	\$50.00	N/A
191	Silvershield Gloves	Pair	\$20.00	N/A
192	Soda Ash Bag	Each	\$60.00	\$600.00
193	Spike Bar	Each	\$105.00	N/A
194	Spill Classifier	Strip	\$80.00	N/A
195	Step Ladders	Hourly Rate	\$4.00	\$40.00
196	Superintendent with Truck	Hourly Rate	\$105.00	\$1,050.00
197	Survey Personnel with Vehicle	Hourly Rate	\$100.00	\$1,000.00
198	Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	Kit	\$50.00	N/A
199	Toxic Gas Detector	Hourly Rate	\$30.00	\$300.00
200	Traffic Control Personnel	Hourly Rate	\$50.00	\$500.00
201	Traffic Control Vest, Cones, Flags, Barrels, etc.	Hourly Rate	\$80.00	\$800.00
202	Truck Driver	Hourly Rate	\$55.00	\$550.00
203	Tyvek	Each	\$30.00	N/A
204	Vacuum Truck, 3,500 Gallon	Hourly Rate	\$250.00	\$2,500.00
205	Vermiculite	Each	\$30.00	N/A
206	Water hose Section (Garden)	Each	\$50.00	N/A
207	Wheelbarrow	Hourly Rate	\$15.00	\$150.00
208	Wire Welder	Hourly Rate	\$50.00	\$500.00
209	Wrench Kit (Bung wrench, speed wrench, etc.)	Each	\$80.00	N/A

**Reference to RFP Scope of Services Items 210 thru 230
This section will be used for Evaluation Purposes regarding Pricing**

210	Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris on the ROW to a County approved DDMS location or County Designated Final Disposal Site.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
210a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$7.25	\$725,000.00
210b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$7.25	\$4,350,000.00
210c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$7.25	\$9,425,000.00

\$88.50 \$88.50

211	Eligible Citizen Drop Off Sites and Consolidated Collection Points Vegetative Debris Removal Work consists of the collection and transportation of eligible vegetative debris at Citizen Drop Off Sites and other Consolidated Collection Points to a County Designated Final Disposal Site or	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
211a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	25,000	\$7.25	\$181,250.00
211b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$7.25	\$725,000.00
211c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$7.25	\$5,800,000.00
212	Eligible ROW C&D Debris Removal Work consists of the collection and transportation of eligible C&D debris on the ROW to a County Designated Final Disposal Site.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
212a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	25,000	\$11.25	\$281,250.00
212b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$11.25	\$1,125,000.00
212c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$11.25	\$9,000,000.00
213	Eligible Citizen Drop Off Sites and Consolidated Collection Points C&D Debris Removal Work consists of the collection and transportation of Eligible vegetative debris at Citizen Drop Off Sites and other Consolidated Collection Points to a County Designated Final Disposal Site or	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
213a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	25,000	\$8.25	\$206,250.00
213b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$8.25	\$825,000.00
213c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$8.25	\$6,600,000.00
214	Reduction Through Grinding Work consists of reducing through grinding vegetative debris, and if applicable, C&D debris. This does not actually include the management of the DDMS.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
214a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$4.50	\$450,000.00
214b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$4.50	\$2,700,000.00

\$88.50 \$88.50

214c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$4.50	\$5,850,000.00
215	Reduction Through Air Curtain Incinerators Work consists of reducing eligible disaster related debris through Air Curtain Incineration. This does not actually include the management of the DDMS.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
215a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$4.00	\$400,000.00
215b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$4.00	\$2,400,000.00
215c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$4.00	\$5,200,000.00
216	Reduction Through Pile Burn Incineration Work consists of reducing eligible disaster related debris through Open Pile Burn Incineration. This does not actually include the management of the DDMS.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
216a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$3.50	\$350,000.00
216b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$3.50	\$2,100,000.00
216c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$3.50	\$4,550,000.00
217	Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced eligible disaster related debris at a County approved DDMS location to a County Designated Final Disposal Site.	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
217a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	25,000	\$5.50	\$137,500.00
217b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	150,000	\$5.50	\$825,000.00
217c	Level 3 Disaster (Catastrophic damage countywide)	325,000	\$5.50	\$1,787,500.00
218	Removal of Eligible Hazardous Leaning Trees and Eligible Hazardous Limbs Work consists of removing eligible hazardous leaning trees or hazardous limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal.	ESTIMATED QUANTITY (TREES)	PRICE PER TREE	TOTAL
218a	6 inch to 12.99 inch diameter eligible Leaning	200	\$95.00	\$19,000.00

\$88.50 \$88.50

218b	13 inch to 24.99 inch diameter eligible Leaning Tree	150	\$175.00	\$26,250.00
218c	25 inch to 36.99 inch diameter eligible Leaning Tree	50	\$315.00	\$15,750.00
218d	37 inch to 48.99 inch diameter eligible Leaning Tree	20	\$315.00	\$6,300.00
218e	49 inch and larger diameter Eligible Leaning Tree	10	\$315.00	\$3,150.00
218f	(Per tree) Removal of Eligible Hanging Limbs	1,000	\$80.00	\$80,000.00
219	Removal of Eligible Hazardous Stumps Work consists of removing eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DDMS location or County Designated Final Disposal Site. Stumps will only be removed at direction of County after FEMA approval.	ESTIMATED QUANTITY (STUMPS)	PRICE PER STUMP	TOTAL
219a	24.1 inches to 36.99 inch diameter Eligible Stump	10	\$275.00	\$2,750.00
219b	37 inch to 48.99 inch diameter Eligible Stump	5	\$275.00	\$1,375.00
219c	49 inch and larger diameter Eligible Stump	5	\$400.00	\$2,000.00
220	Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	ESTIMATED QUANTITY (GALLONS)	PRICE PER GALLONS	TOTAL
220a	Liquid Type Hazardous Material	1,000	\$72.00	\$72,000.00
221	Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and proper disposal of eligible Household Hazardous Waste (HHW) at a permitted Hazardous Waste TSDF	ESTIMATED QUANTITY (POUNDS)	PRICE PER POUNDS	TOTAL
221a	Solid Type Hazardous Material	1,000	\$16.00	\$16,000.00
222	Eligible ROW White Goods Debris Removal (Collect & Haul) Work consists of the removal of Eligible white goods from the ROW to a designated County approved DMS location. The Contractor shall also be responsible for the transportation of Eligible white goods from the designated County approved DMS location to a County designated facility for recycling	ESTIMATED QUANTITY (UNITS)	PRICE PER UNITS	TOTAL
222a	Refrigerators and freezers requiring refrigerant recovery and decontamination	50	\$95.00	\$4,750.00
222b	Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	\$50.00	\$2,500.00

\$88.50 \$88.50

223	Eligible E-Scrap Item Removal Work consists of the recovery and recycling of Eligible E-Scrap such as televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.	ESTIMATED QUANTITY (UNITS)	PRICE PER UNITS	TOTAL
		2,500	\$35.00	\$87,500.00
224	Eligible Dead Animal Carcasses Work consists of the recovery and transportation of dead animal carcasses to a County Designated Final Disposal Site.	ESTIMATED QUANTITY (POUNDS)	PRICE PER POUNDS	TOTAL
		50	\$16.00	\$800.00
225	Other Debris Removal Work in Cubic Yards Work consists of the following:	ESTIMATED QUANTITY (CUBIC YD)	PRICE PER CUBIC YARD	TOTAL
225a	Land Based Marine Debris Removal - The Contractor shall clear waterways of eligible debris that is a direct result of a natural or manmade disaster and transport to a County Designated Final Disposal Site. Removal is conducted from land.	250	\$40.00	\$10,000.00
225b	Waterway Based Marine Debris Removal - The Contractor shall clear waterways of eligible debris that is a direct result of a natural or manmade disaster and transport to a County Designated Final Disposal Site. Removal is conducted from the waterway.	250	\$80.00	\$20,000.00
225c	Sand Screening - The Contractor shall screen sand to remove eligible debris deposited as a result of a natural or manmade disaster.	1,000	\$35.00	\$35,000.00
225d	Debris Removal from Storm Drains and Catch Basins- The Contractor shall remove eligible sand and debris from storm drains and catch basins that has been deposited as a result of a natural or manmade disaster.	1,500	\$60.00	\$90,000.00
226	Other Debris Removal Work in Linear Feet Work consists of the following:	ESTIMATED QUANTITY (LINEAR FEET)	PRICE PER LINEAR FOOT	TOTAL
226a	Land Based Boat Removal - The Contractor shall collect, transport, stage and dispose of eligible abandoned boats in accordance with local ordinances and state and federal requirements. Removal of the boat is conducted from land.	150	\$30.00	\$4,500.00

\$88.50 \$88.50

226b	Waterway Based Boat Removal - The Contractor shall collect, transport, stage and dispose of eligible abandoned boats in accordance with local ordinances and state and federal requirements. Removal of the boat is conducted from the waterway.	150	\$30.00	\$4,500.00
227	Other Debris Removal Work per Unit Work consists of the following:	ESTIMATED QUANTITY (EACH)	PRICE PER EACH	TOTAL
227a	Vehicle Removal - The Contractor shall collect, transport, stage and dispose of eligible abandoned vehicles in accordance with local ordinances and state and federal requirements.	50	\$425.00	\$21,250.00
228	Other Debris Removal Work in Pounds Work consists of the following:	ESTIMATED QUANTITY (POUNDS)	PRICE PER POUNDS	TOTAL
228a	Fish Kill Cleanup - The Contractor shall collect, stage and transport eligible fish kill to a County Designated Final Disposal Site in accordance with local ordinances, state and federal requirements.	100,000	\$16.00	\$1,600,000.00
228b	Oil/Chemical Spill Cleanup - The Contractor shall collect, stage and transport eligible oil/chemicals to a County Designated Final Disposal Site in accordance with local ordinances and state and federal requirements.	1,800,000	\$16.00	\$28,800,000.00
229	Eligible Demolition, Removal, Transport and Disposal of Non- RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a County	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
229a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	80,000	\$18.35	\$1,468,000.00
229b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	1,000,000	\$18.35	\$18,350,000.00
229c	Level 3 Disaster (Catastrophic damage countywide)	2,000,000	\$18.35	\$36,700,000.00
230	Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a County	ESTIMATED QUANTITY (CUBIC YARDS)	PRICE PER CUBIC YARD	TOTAL
230a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	40,000	\$28.35	\$1,134,000.00

\$88.50 \$88.50

230b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	200,000	\$28.35	\$5,670,000.00
230c	Level 3 Disaster (Catastrophic damage countywide)	400,000	\$28.35	\$11,340,000.00
231	Eligible ROW Vegetative Debris Removal Work consists of the collection and transportation of Eligible vegetative debris on the ROW to a	ESTIMATED QUANTITY (TONS)	PRICE PER TON	TOTAL
231a	Level 1 Local Storm (Tornado, Minor Hurricane)	25,000	\$88.50	\$2,212,500.00
231b	Level 2 Disaster (Significant Hurricane Damage)	150,000	\$88.50	\$13,275,000.00
231c	Level 3 Disaster (Catastrophic damage)	325,000	\$88.50	\$28,762,500.00
232	Eligible Citizen Drop Off Sites and Consolidated Collection Points Vegetative Debris Removal	ESTIMATED QUANTITY (TONS)	PRICE PER TON	TOTAL
232a	Level 1 Local Storm (Tornado, Minor Hurricane)	6,000	\$88.50	\$531,000.00
232b	Level 2 Disaster (Significant Hurricane Damage)	25,000	\$88.50	\$2,212,500.00
232c	Level 3 Disaster (Catastrophic damage)	200,000	\$88.50	\$17,700,000.00
233	Eligible ROW C&D Debris Removal Work consists of the collection and transportation of Eligible C&D debris on the ROW to a County	ESTIMATED QUANTITY (TONS)	PRICE PER TON	TOTAL
233a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	6,000	\$154.80	\$928,800.00
233b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	25,000	\$154.80	\$3,870,000.00
233c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$154.80	\$30,960,000.00
234	Eligible Citizen Drop Off Sites and Consolidated Collection Points C&D Debris Removal	ESTIMATED QUANTITY (TONS)	PRICE PER TON	TOTAL
234a	Level 1 Local Storm (Tornado, Minor Hurricane)	6,000	\$154.80	\$928,800.00
234b	Level 2 Disaster (Significant Hurricane Damage)	25,000	\$154.80	\$3,870,000.00
234c	Level 3 Disaster (Catastrophic damage)	200,000	\$154.80	\$30,960,000.00
235	Removal of NON-Eligible Hazardous Trees Work consists of removing non-eligible hazardous leaning trees or hazardous limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of scope of services item 2, Eligible ROW Vegetative Debris Removal. Non-eligible trees will only be removed at direction of County when the County deems this it necessary for public safety.	ESTIMATED QUANTITY (TREES)	PRICE PER TREE	TOTAL
235a	6 inch to 12.99 inch diameter eligible Leaning	200	\$95.00	\$19,000.00
235b	13 inch to 24.99 inch diameter eligible Leaning	150	\$175.00	\$26,250.00
235c	25 inch to 36.99 inch diameter eligible Leaning	50	\$315.00	\$15,750.00
235d	37 inch to 48.99 inch diameter eligible Leaning	20	\$315.00	\$6,300.00
235e	49 inch and larger diameter Eligible Leaning Tree	10	\$315.00	\$3,150.00

\$88.50 \$88.50

235f	(Per tree) Removal of Eligible Hanging Limbs	1,000	\$80.00	\$80,000.00
236	Removal of NON-Eligible Hazardous Stumps Work consists of removing non-eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DDMS location or County Designated Final Disposal Site. Non-eligible stumps will only be removed at direction of County when the County deems this it necessary for public safety.	ESTIMATED QUANTITY (STUMPS)	PRICE PER STUMP	TOTAL
236a	24.1 inches to 36.99 inch diameter Eligible Stump	10	\$275.00	\$2,750.00
236b	37 inch to 48.99 inch diameter Eligible Stump	5	\$275.00	\$1,375.00
236c	49 inch and larger diameter Eligible Stump	5	\$400.00	\$2,000.00
237	Management and Operation of DDMS Work consists of management and operation of DDMS. This includes properly segregating materials and preparing materials for reduction; following all laws, codes, and ordinances. This price per day rate is separate from the actual reduction. The rate will apply as a whole and is not affected by the number of sites.	ESTIMATED QUANTITY (Cubic Yards)	NA	PRICE PER DAY TOTAL
237a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	NA	\$ 1,000.00
237b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	NA	\$ 1,000.00
237c	Level 3 Disaster (Catastrophic damage countywide)	1,300,00	NA	\$ 1,000.00

The following information is required for price redetermination consideration.

Enter type of fuel used: Diesel or Gasoline	
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses,	5.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is	25.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what	70.00%
	Must equal 100%
Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for any direct purchasing. Contractor will be responsible for payment of taxes on all materials purchased by the Contractor for the project.	

\$88.50 \$88.50

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 Fact

By: _____

(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

By: _____

(As Attorney In Fact)

Printed Name: _____

Date: _____

Address: _____

#1 Witness as Attorney In Fact

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)

EXHIBIT D

ATTACHMENT 5 - TEAM COMPOSITION
CONTRACTOR

25-918

ROLE	Name	HOURLY RATE	Florida Active License Number
President	Melanie Corley		SCC131151805
Vice President	Robert Obio Corley		
Director of Business Operations	Adam Gonzalez		
Project Manager	Blain Rushing		
Project Manager	Reese Corley		
Project Manager	Jackson Corley		

SUB CONTRACTOR

ROLE	Company Name	HOURLY RATE	Individual's Name Assigned	Florida Active License Number	Individual Worked with Prime before (YES/NO)
NONE					

EXHIBIT E



**CONTRACTOR'S FINAL PAYMENT AFFIDAVIT
TO BE SUBMITTED WITH ALL FINAL PAYMENT APPLICATIONS**

Before me, the undersigned authority, personally appeared

(Name of affiant) _____, who, after being first duly sworn, deposes and says of his or her personal knowledge the following:

1. Affiant is the (Title) _____ of
(Business Name) _____
which does business in the State of Florida, hereinafter called the "Contractor."
2. The Contractor, pursuant to a contract, with the Lake County Board of County Commissioners, hereinafter referred to as the Owner, has furnished or caused to be furnished labor, material, and services for the construction of certain improvements to Real Property as more particularly set forth in said contract(s).
3. This Affidavit is executed by the Contractor accordance with section 713.06 of the Florida Statutes for the purposes of obtaining a final payment in the amount of: \$ _____.
4. All work to be performed under the contract has been fully completed, and all lienors under the direct contract have been paid in full, except the following listed lienors

NAME OF LIENOR	AMOUNT DUE
_____	_____
_____	_____

Signed and Delivered on the ____ day of _____, 202__.

BY: _____
Signature of Affiant

Printed Name

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of physical presence or online notarization, this ____ day of _____, 20__, by _____.

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 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.

[The remainder of this page is intentionally left blank.]

EXHIBIT G

FEMA RELATED CONTRACT CLAUSES

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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 H

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 qualified 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. 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, 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/WHD/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 journeymen 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 journeymen 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;

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 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).

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.