

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA, AND  
CERES ENVIRONMENTAL SERVICES, INC. FOR  
ON-CALL EMERGENCY DEBRIS REMOVAL**

**RSQ # 25-918B**

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 Ceres Environmental Services, Inc., a Florida for 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 Proposed Solution, 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.

C. 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.

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

E. 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.

F. 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 CFR 1910.1200(g), and include the following information:

- Section 1: Identification;
- Section 2: Hazard(s) identification;
- Section 3: Composition/information on ingredients;
- Section 4: First-aid measures;
- Section 5: Fire-fighting measures;
- Section 6: Accidental release measures;
- 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](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 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 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](mailto:PURCHASING@LAKECOUNTYFL.GOV).**

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

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

**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:**

Ceres Environmental Services, Inc.  
6371 Business Boulevard  
Suite 100  
Sarasota, Florida 34240

**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 (160 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**

CERES ENVIRONMENTAL SERVICES, INC.



\_\_\_\_\_  
Tia Laurie, Corporate Secretary

This 14th day of JANUARY, 2026.

COUNTY

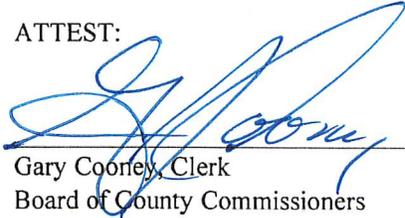
LAKE COUNTY, FLORIDA, through its  
BOARD OF COUNTY COMMISSIONERS



Leslie Campione, Chairman

This 25<sup>th</sup> day of February, 2026.

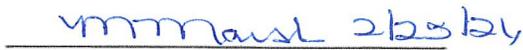
ATTEST:



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



Approved as to form and legality:

  
Melanie Marsh  
County Attorney

# 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**

<b>Stump Diameter (Inches)</b>	<b>Debris Volume (Cubic Yards)</b>	<b>Stump Diameter (Inches)</b>	<b>Debris Volume (Cubic Yards)</b>
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



Proposal in Response to:

**Lake County  
RSQ# 25-918 On-Call Emergency  
Debris Removal Services**

315 W. Main St. Suite 416  
Tavares, FL 32778

August 28, 2025 - 3:00 PM ET

Contact Person

Tia Laurie, Corporate Secretary

[contact@ceresenv.com](mailto:contact@ceresenv.com)

Tel. (800) 218-4424

Fax (866) 228-5636

6371 Business Boulevard Suite 100

Sarasota, Florida 34240

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**RSQ# 25-918 On-Call Emergency Debris Removal Services**

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August 27, 2025

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

RE: **RSQ# 25-918 On-Call Emergency Debris Removal Services**  
Due: August 28, 2025 at 3:00 PM ET

Dear Evaluation Committee:

We are pleased to submit the enclosed proposal for the **Lake County RSQ# 25-918 On-Call Emergency Debris Removal Services**. Ceres Environmental Services, Inc. is a national leader in disaster recovery and a government contracting firm capable of providing personnel, equipment, and resources to respond to any disaster event rapidly and efficiently. Our services include debris removal and separation, demolition and hazardous material management, debris reduction and site management, hazard tree, limb and stump removal, and the collection/generation of FEMA-required project documentation.

Ceres holds an interest in providing on-call emergency debris removal services to Lake County. We have a firsthand understanding of the project's requirements, having recently served the County following Hurricane Milton. Our experience, which involved the removal, reduction, and disposal of over 369,000 cubic yards of debris, has provided us with knowledge of the County's specific needs, logistical challenges, and operational standards. We are fully prepared to use this experience to deliver a rapid, efficient, and compliant response for any future event, ensuring the safety and recovery of the community.

In Florida, Ceres has loaded, hauled, managed, reduced, and disposed of over **16,000,000 cubic yards of debris across 121 client activations within the past ten years**, including Lake County. This along with being a Florida-based corporation has helped Ceres build trusted relationships with Florida Division of Emergency Management, Florida Department of Environmental Protection, and Florida Department of Transportation to provide disaster guidance and quickly permit debris sites.

Within the past ten years, Ceres has responded to multiple large-scale events across the U.S. each year with tens of contracts performed simultaneously. The quick bullets highlight Ceres extensive experience and unique capabilities for Lake County.

- Across the U.S., Ceres has loaded, hauled, managed, reduced, and disposed of **over 56,000,000 cubic yards of debris**.
- Ceres has managed over **60,000 Right-of-Entries**.
- Ceres maintains **\$2 Billion** in bonding capacity. Bonding capacity is indicative of financial health.
- Ceres has a demonstrated ability to maintain account receivables of more than **\$188.8 Million** without any work stoppages.
- Ceres owns the largest fleet of equipment in the industry – **2,188 pieces of equipment**.
- Ceres owns the largest internal reduction capacity in the industry – **over 120,000 CYs per day** with 17 grinders and 10 air curtain incinerators.
- Ceres has **61 full-time disaster response field management employees** with specific experience in project management, quality control, and safety practices enforcement. The 16 most senior of our disaster response management team have a **combined 344 years of experience**.
- Ceres received an **“Exceptional”** rating from the U.S. Army Corps of Engineers for projects resulting from Hurricane Michael in Southwest Georgia, Hurricane Irma/Maria in the U.S. Virgin Islands, and Hurricane Katrina in Louisiana.
- During the U.S. Army Corps of Engineers Southwest Georgia Debris Mission following Hurricane Michael, Ceres averaged 769,000 cubic yards of debris for the first 3 weeks of the project with a peak hauling capacity of **140,000 cubic yards in a single day**. This project was performed simultaneously with 4 other projects. When these 4 projects are included, Ceres peak hauling capacity was over **200,000 cubic yards per day**.

FLORIDA | TEXAS | MINNESOTA | CALIFORNIA | LOUISIANA

6371 Business Boulevard Suite 100 | Sarasota, FL 34240 | OFFICE (800) 218-4424 | FAX (866) 228-5636

[ceresenvironmental.com](http://ceresenvironmental.com)



Ceres also maintains a database of 3,346 subcontractors with **100 pre-qualified, local subcontractors within 50 miles of Tavares, FL** to ensure rapid mobilization during any activation. Local contractor utilization and keeping dollars in the local community is a cornerstone of Ceres response and long-term operations.

Ceres' Disaster Recovery Division is headquartered in Sarasota, FL, only 2 hours from Lake County, providing an excellent location from which to manage our post-disaster work. If an event affects our Sarasota office, Ceres maintains other offices in Houma, LA, Houston, TX, Brooklyn Park, MN, and Cameron Park, CA providing us great continuity of operations to quickly step in and assume responsibility for disaster response.

David A. McIntyre, Founder and CEO; David Preus, President; John Ulschmid, Vice President; and Tia Laurie, Corporate Secretary have signature authority to bind the company and can all be reached by calling Ceres' toll-free number (800) 218-4424.

We look forward to the opportunity to continue to be your supplier of disaster debris management services.

Sincerely,

A handwritten signature in blue ink that reads "Tia Laurie".

Tia Laurie  
Corporate Secretary  
Ceres Environmental Services, Inc.

Enc.

## Ceres Environmental Services Facts and Highlights

Founded in 1976 and incorporated in 1995, Ceres Environmental Services, Inc. has provided emergency management and other services for **48 years** to government entities throughout the United States.

- Ceres has **never defaulted on a contract or failed to complete any work awarded.**
- **No client of Ceres has been denied eligible reimbursement for work Ceres has performed.** Ceres' professional staff assists our clients, upon request, with the preparation and submission of project worksheets for FEMA and other agencies.
- **No Regulatory or License Agency Sanctions** have ever been imposed on Ceres or any of its principals.
- Ceres' policy and practice is to **utilize qualified local small and disadvantaged business enterprises** to the maximum extent practicable to further aid in the recovery of the community.
- Exemplary Performance on **over \$2.5 billion dollars** of Emergency Debris Management contracts awarded by various government agencies within the past 30 years on over 400 FEMA-funded contracts.
- Following Hurricane Michael, Ceres was activated by the USACE in **13 counties in Southwest Georgia**. Ceres collected and hauled a total of 4,236,363 cubic yards (CY) of debris in 90 days, with a **maximum haul of 140,330 CYs in a single day.**
- In all of 2017, Ceres **received 54 major contract activations from cities, counties, and in the U.S. Virgin Islands (USVI)** for debris removal and off-island debris disposal. For the USVI work, Ceres received the **highest possible contract evaluation – Exceptional – in all categories for its pre- and post-Hurricanes Irma and Maria responses.**
- Ceres responded to Louisiana flooding in 2016, **removing over 1,000,000 cubic yards of debris** as well as damaged white goods and putrescent food.
- Following Hurricanes Hermine and Matthew, Ceres was activated on **20 contracts over four states:** Florida, Georgia, South Carolina, and North Carolina. Ceres successfully removed **more than 3,000,000 cubic yards** of hurricane debris resulting from Hermine and Matthew despite already working in Louisiana following the flooding.
- Ceres responded to the Midwestern flooding and Hurricanes Dolly, Gustav, and Ike during 2008 and **fulfilled all obligations for nine separate contracts**, seven of which were performed simultaneously.
- Performed **simultaneous Hurricanes Katrina, Rita, and Wilma recovery operations** in three states throughout 44 counties and parishes.
- During Hurricane Katrina recovery, 45,000 cubic yards of debris were hauled on the first day of operations and up to 200,000 cubic yards daily after that. In total, **more than 13 million cubic yards** were hauled and processed.
- Performed **over 40,000 Right of Entry (ROE) work orders for “Blue Roof” repairs** for the U.S. Army Corps of Engineers on five contracts, with concurrent operations in over 30 counties.
- Recipient of the **Million Work Hours Award** for our **superb safety record** on the Katrina Debris project for the U.S. Army Corps of Engineers.
- Federal Employer Identification Number 41-1816075
- Florida General Contractor's License CGC1508764

## 1.2 Firm Profile & History

Ceres Environmental Services, Inc. is one of the nation's leading disaster recovery contractors, deploying from its disaster response facilities in California, Florida, Louisiana, Minnesota, Puerto Rico, Texas, the Virgin Islands and Christchurch, New Zealand. Since its founding in 1976, Ceres has been awarded over **\$2.5 billion in FEMA-funded disaster recovery projects** across the United States. While under contract for one billion dollars, Ceres was able to complete the work for about half that amount, saving hundreds of millions of dollars for the Government. The U.S. Army Corps of Engineers officially evaluated **Ceres' overall performance during the Katrina cleanup as "Outstanding", the highest rating available at that time.** Ceres was specifically noted for use of local contractors; quality, efficiency, and swiftness of performance; and cooperation while managing a changing and evolving work scope for the single largest geographic area of operation post Katrina.

### Disaster Experience – Notable Events

Ceres responded to numerous disaster events, including hurricanes, tornados, floods, winter storms and fires. The following is a selection of major events that Ceres responded to in the past.

#### Ceres Response to Hurricanes



Hurricanes Beryl, Debby, Helene, and Milton (2024)  
Hurricane Idalia (2023)  
Hurricane Ian (2022)  
Hurricane Ida (2021)  
Hurricanes Delta, Hanna, Laura, Sally and Zeta (2020)  
Hurricanes Michael and Florence (2018)  
Hurricanes Harvey, Irma, and Maria (2017)  
Hurricanes Hermine and Matthew (2016)  
Hurricanes Sandy and Isaac (2012)  
Hurricane Irene (2011)  
Hurricane Ike (2009)  
Hurricanes Gustav and Dolly (2008)  
Hurricanes Katrina and Wilma (2005)

#### Ceres Response to Winter Storms



Winter Storm Mara (2023)  
Winter Storm Uri (2021)  
Oklahoma Ice Storm (2020)  
Kansas Snowstorm (2019)  
Winter Storm Goliath (2015)  
Georgia Ice Storm (2015)  
Winter Storm Pax (2014)  
NC Winter Storm (2014)  
Winter Storm Atlas (2013)  
Connecticut Winter Storm (2011)  
Kentucky Ice Storm (2009)  
Oklahoma Ice Storm (2007)

#### Ceres Response to Tornados and Strong Wind Events



GA, FL, LA, TN, TX Wind Events/Tornados (2024)  
Mississippi Tornados (2023)  
Tornado following Hurricane Ian (2022)  
Iowa Derechos (2022 and 2020)  
April Tornados – TN and MS (2020)  
Macroburst in Connecticut (2018)  
January Tornado – GA and AL (2017)  
Spring Tornados – MS and AL (2014)  
Macroburst in North Carolina (2013)  
April Tornados in Alabama (2011)

#### Ceres Response to Floods



California & Great Vermont Flood (2023)  
Louisiana Floods (2016)  
Bastrop County Floods (2016)  
Iowa Floods (2008)

#### Ceres Response to Fires



New Mexico Wildfires (2022)  
Cameron Peak Fire in Colorado (2020)  
Oregon Wildfires (2020)  
Camp Fire (2018)  
California Wildfires (2017)

Ceres first began operations in 1976 in response to Dutch Elm disease. Since that time, Ceres has responded to hundreds of disaster events across the U.S., on remote island chains and even in different countries. In that time, Ceres has grown from a single company into a multinational family of companies and divisions that provide resources, support, and services to the Disaster Recovery Division. These business units currently employ a total of more than 600 trained and experienced core personnel; this core team has expanded to over 1,500 when necessary, during recovery response missions. Our team possesses competencies and capabilities in the following areas.

- *The Ground Up* – Houston-based green waste recycling company focusing on yard waste disposal, grinding, and mulching operations.
- *Vesta Equity* – an investment company specializing in finance and real estate. Part of its mission is supplying financing for business operations and real estate ventures. Ceres uses our affiliated company Vesta as a financing resource, allowing Ceres to easily finance our activities. For example, during our 2018-19 storm response, Ceres utilized working capital of approximately \$100 million in several instances, including during California wildfire recovery work.
- *C.T.L. Forest Management, Inc.* – California forestry focused company that performs large-scale post-wildfire hazard tree removal programs in Oregon and California and conducts disaster mitigation, such as fuels reduction and fire hardening projects. Ceres/C.T.L. are the largest owner/operator of Sennebogens in the world. This specialty tree removal equipment utilizes a cutter head and elevated cab to limit tree personnel on the ground to remove hazardous trees.
- *Civil Works* – focused on large, horizontal construction projects such as levees, dikes, and other flood control works.
- *Equipment* – supports Disaster Response and Civil Works managing 2188 pieces of equipment and 33 mechanics, as well as additional support personnel.

The companies fulfilled a long-term Corporate strategic goal of owner and President David McIntyre – to develop a suite of diversified, yet complementary and related businesses to support Disaster Recovery and Response in any large and diverse disaster debris activation(s). Each business unit and division play a vital role in the overall company strategy and Ceres can draw on the strength and synergies of each company to ensure that the personnel, technology, equipment, and finances required to successfully complete large-scale missions. This strategy allows Ceres to:

- Retain long-term employees between disaster recovery assignments
- Keep heavy equipment on-hand, at-the-ready and operational
- Provide financing to ensure that we can pay subcontractors promptly and purchase additional equipment necessary to self-perform

**CERES HAS NEVER DEFAULTED ON A CONTRACT OR FAILED TO COMPLETE ANY WORK AWARDED.**



### Advantages of Ceres

Feature	Benefit to Lake County	
Solid Experience and Consistent Performance	Low Risk of Poor Performance	Exemplary performance on over 400 FEMA-funded Emergency Debris Management contracts with an awarded value of over \$2.5 billion dollars for various government agencies.
Rapid Disaster Response and Mobilization	Improved Safety and Rapid Completion	<p>In October 2018, Hurricane Michael ripped through Georgia leaving damage and destruction in its path, with the hardest hit areas in Southwest Georgia. As a result, Ceres was activated by the U.S. Army Corps of Engineers (USACE) to remove debris in 13 Southwest Georgia counties. We mobilized staff and some equipment prior to the formal Notice to Proceed (NTP).</p> <p>Ceres collected a total of 4.2 million cubic yards of debris in the first 90 days. At the mission's peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. <b>Ceres received the highest possible quality rating for this work – Exceptional</b> – based in part on our high production rates despite numerous scope changes and severe weather.</p>
Large Scale Experience and Multiple Event Response	Successful Task Completion	<p>In 2024, Ceres responded to 88 jurisdictions across the U.S. Ceres was activated in 47 jurisdictions in Florida, Georgia, and North Carolina following Hurricanes Helene and Milton. Months earlier, we responded to 16 Texas jurisdictions following Hurricane Beryl, and 4 jurisdictions in Florida and Georgia in response to Hurricane Debby. In addition to hurricane responses, Ceres was activated in Louisiana, Tennessee, and Georgia following tornadoes and severe wind events. Ceres also worked in California completing the response to the Atmospheric River flooding, and in Florida completing private property debris removal from Hurricane Ian.</p> <p>In 2023, Ceres managed 24 activations spanning from the East Coast to the West Coast of the contiguous United States and in Puerto Rico. Ceres provided debris removal services in response to extensive flooding and mudslides in California following the Atmospheric River, wildfires in New Mexico, Winter Storm Mara in Texas, the Great Vermont Flood, and Hurricane Idalia in Georgia and Florida. Additionally, Ceres performed projects focused on waterway debris removal in Louisiana and Florida.</p> <p>In 2022, Ceres responded to 27 contract activations in Florida following the landfalls of Hurricanes Ian and Nicole. During this same period, Ceres continued work on a waterway debris removal project in Livingston Parish, LA and a debris removal project resulting from wildfires in New Mexico.</p> <p>In 2021, Ceres successfully completed over 30 projects resulting from numerous disasters affecting the United States. This includes Hurricane Ida in Louisiana, Winter Storm Uri, and Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado.</p> <p>In September of 2017, Ceres responded to 7 jurisdictions in Texas after Hurricane Harvey, and 35 jurisdictions in Florida and 2 jurisdictions in Georgia after Hurricane Irma. Additionally, Ceres worked under the U.S. Army Corps of Engineers (USACE) in Puerto Rico and the Virgin Islands, where both Hurricanes Irma and Maria caused severe damage and devastation. Ceres received an <b>Exceptional overall rating – the highest possible rating</b> for the work performed in the Virgin Islands by the U.S. Army Corps of Engineers. In August of the same year, Ceres had already begun recovery work in seven jurisdictions in Texas following Hurricane Harvey.</p>

Feature	Benefit to Lake County	
Long, Varied History of Disaster Recovery Experience	Maximum FEMA Reimbursement	Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement. Throughout Ceres' history, no client has been denied reimbursement for work Ceres has performed.
Large Number of Accredited Subcontractors	Faster Job Completion	Ceres' subcontractor database comprises 3346 qualified individuals and companies certified to work in the U.S. These companies have more than 50,000 pieces of debris removal equipment immediately available for disaster recovery work.
Large Disaster Response Equipment Inventory	Faster Job Completion and Added Flexibility	The Ceres family of company owns one of the largest inventories of disaster recovery equipment in the U.S. Ceres Environmental Inc.'s current inventory includes 2188 pieces of equipment.
Significant Earthquake Recovery Experience	Low Risk of Poor Performance in Earthquake Response	Ceres has conducted operations in New Zealand and in Haiti following earthquake events and is a leader in the reconstruction and upgrade of seismically damaged buildings repairs in Christchurch, New Zealand. Key achievements include New Zealand's first building implosion, Ceres' tallest earthquake damaged building implosion (16 stories); demo of the tallest earthquake damaged building by mechanical means (high reach, 11 stories); and demo of the largest (by footprint) earthquake damaged building by (290,520 sq. ft.).  We have performed debris removal, demolition by mechanical or implosion methods, make-safe reconstruction of dangerous seismically damaged buildings in urban areas, reconstruction in heavily damaged areas, and recycling.
Significant Fire Recovery Experience	Low Risk of Poor Performance in Fire Response	From February 2019 through March 2020, Ceres worked in Butte County, California as a part of the CalRecycle Disaster Recovery effort, as one of three prime contractors. Over the course of that time, Ceres managed 3,083 Rights-of-Entry and removed over 768,000 tons of fire debris. This was the largest debris mission in California in more than 100 years.  From December 2017 to June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. Throughout the performance period, Ceres did not have a single lost time accident while the other two (2) prime contractors were plagued by safety issues.

Our mission is to serve units of Government with time-critical disaster recovery and heavy construction services. We have an enviable reputation for speedy deployment, excellent work, and experienced site management. After 48 years of doing demanding work in almost every U.S. state and territory, Ceres is still known for keeping its promises: **Ceres has never defaulted on a contract, failed to complete a contract, nor had any client denied reimbursement.** An evaluation from the Department of the Navy is typical: *"perhaps the finest contractor I have worked with...."* Ceres always adheres to the highest standards of quality, integrity, and safety.

The core competencies Ceres commits to every project are:

- Rapid Deployment
- Experienced Project Management
- Financial Stability
- Equipment, and
- Trusted Subcontractors

### Rapid Deployment

Over the years, we have developed and refined our ability for rapid response mobilizations. Following Hurricane Ian in 2022, Ceres mobilized 13 knuckleboom crews and 3 bucket truck crews within 24 hours of Notice to Proceed to Hardee County, FL. This was one of the very first debris removal projects in the state to start after the hurricane.



Following Hurricane Matthew in 2016, Ceres mobilized staff and equipment to Beaufort County, SC within 24 hours of the Notice to Proceed. Originally, Ceres was under contract to provide 10 emergency debris clearance crews, but when the County's needs changed, we were able to quickly increase the number of crews to 24. That was the largest number of push crews we had provided in 10 years. We set a record again in 2018, when Ceres provided push crews to Jackson County, FL following Hurricane Michael. Ceres received a Notice to Proceed and mobilized over 150 emergency debris clearance crews within 72 hours. Given the severity of the storm, Ceres continued emergency debris clearance for over 100 hours after initial impact maintaining detailed time and materials logs to ensure reimbursement of all eligible costs for Jackson County.

Ceres uses local "teaming partners" as well as strategically placed owned equipment staging and multiple office locations across the country. **Ceres can provide significant equipment and staffing within 24 hours of storm subsidence.**

### Experienced Project Management

**For the past 5 years, the company has more than 300 full-time professional and managerial staff** with disaster experience, many of whom hold degrees in areas such as: Business Administration, Structural and Civil Engineering, Forestry, Geology, Science and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; HAZWOPER certified; NIMS certified through FEMA's Emergency Management Institute; certified in first aid by the Red Cross; and completed OSHA's 40-hour safety training course. Ceres' management is also experienced in a wide variety of geographic conditions. Their work histories include all U.S. states, Puerto Rico, Thule, Greenland, Ascension Island, Haiti, and New Zealand. Ceres maintains a network of highly qualified professionals who work as needed during the high demand periods. **As the company swelled to meet the demand of multiple projects simultaneously, Ceres averaged over 600 employees during busy seasons for the past 5 years.** This included project management personnel, quality control staff, equipment operators, mechanics project accounting employees, logistical support group, and most importantly, a dedicated safety team.



Ceres collected over 2.4 million cubic yards of Hurricane Ian debris in the City of North Port, FL alone

**Ceres' management has demonstrated its ability to respond to large-scale events.** In 2024, following Hurricanes Helene and Milton, Ceres was activated in 47 jurisdictions across Florida, Georgia, and North Carolina. We have completed all projects and removed **12 million** cubic yards.

Following Hurricanes Ian and Nicole in 2022, Ceres received 27 contract activations across Florida. We successfully responded to all our clients. Two of these projects exceeded 2 million cubic yards of debris each.

From October 2018 to March 2019, Ceres was activated in 13 Southwest Georgia Counties for the U.S Army Corps of Engineers following Hurricane Michael. Ceres collected and hauled a total of 4,236,363 cubic yards of debris, with a maximum haul of 140,330 cubic yards in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontractors. Ceres received an **Exceptional** – the highest possible rating – for quality of service in the face of enormous challenges caused by an increase in the magnitude of project scope and extreme weather conditions.

Between December 2017 and June 2018, Ceres actively worked in Lake, Mendocino, and Napa (LMN) Counties as part of the U.S. Army Corps of Engineers (USACE) Disaster Recovery effort after the President declared a federal State of Emergency as a result of the Northern California Wildfires. During Hurricane Irma and Maria response, Ceres was closing out 8 projects in Texas, 37 projects in FL, and other projects in Louisiana, Georgia, Puerto Rico and the USVI. Throughout the performance period, Ceres did not have a single loss time accident while the other two (2) prime contractors were plagued by safety issues. This

was achieved through effective project management by over 50 project managers of more than 2,500 trucks and hundreds of subcontractors.

In all of 2017, Ceres received more than 50 major contract activations from cities, counties, and the U.S. Army, including an ACI activation in the U.S. Virgin Islands (USVI) for debris removal and off-island debris disposal. For that work, Ceres received the highest possible evaluation – **Exceptional overall rating for its pre- and post-Hurricanes Irma and Maria responses.**

Shortly after Hurricanes Katrina and Rita in 2005, the U.S. Army Corps of Engineers (USACE) awarded Ceres a \$1 billion contract for disaster response, including loading, hauling, reducing, and disposing of debris and white goods; trimming and removal of hazardous trees; demolition of storm damaged buildings; collection of household garbage; environmental sampling and monitoring of disposal sites; and life support services. This contract covered 11 Louisiana Parishes and required the operation of 54 reduction/disposal sites. Ceres achieved a record-setting mobilization, hauling more than 45,000 cubic yards of debris in its first day on the job (from Jefferson Parish, LA). Ceres rapidly achieved large-scale capacity, reaching a maximum production of 194,584 cubic yards per day and eventually hauling, reducing, and disposing over 13.4 million cubic yards of debris, over 315,000 units of white goods, while trimming or removing over 165,000 hazardous trees.

**Ceres has the resources and experience to handle multiple events and locations.** In 2023, Ceres successfully completed multiple projects in 8 different states plus Puerto Rico. This includes responses to Hurricane Idalia in Florida and Georgia, Winter Storm Mara in Texas, Mississippi Tornadoes, the Great Flood in Vermont, a severe Summer Storm in Atlanta, GA, a June Windstorm in Shreveport, LA, Red Tide cleanup in Sarasota, FL., and the Atmospheric River floods in California. Additionally, Ceres performed private property debris removal in Cape Coral, FL, utility line clearing in Puerto Rico and waterway debris removal in two (2) Parishes in Louisiana, including St. Tammany Parish.

In 2021, Ceres successfully completed numerous projects across 9 different states. This includes responses to Hurricane Ida in Louisiana, Winter Storm Uri in Texas and Oklahoma, Tropical Storm Nicholas in Texas, a derecho in Iowa, Red Tide in Florida, and the wildfires in Oregon and Colorado. Additionally, Ceres performed private property debris removal in Puerto Rico, waterway debris removal in Louisiana and assisted its Georgia clients with solid waste removal due to the Covid-19 related shortage of staff.

In 2018-2019, Ceres was activated by the U.S. Army Corps of Engineers in 13 counties located in southwest Georgia following Hurricane Michael, while also performing work for individual jurisdictions in Florida. In addition to this work, Ceres was still actively providing disaster recovery services throughout North and South Carolina as a result of Hurricane Florence. In 2016, Ceres was already working in Louisiana following heavy rains and flooding when Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres responded to several counties in Florida and Georgia after Hurricane Hermine and then to an additional 14 jurisdictions in Florida, Georgia, South Carolina and North Carolina after Hurricane Matthew.

Our successful experience in multiple response situations as well as our substantial resources and teaming relationships, assures that Ceres' performance on this project will be to the Client's utmost satisfaction.

**Ceres' management has demonstrated its commitment to safe operations.** In 2021, following Hurricane Ida, Ceres performed debris management and removal for much of Louisiana, including three zones in the City of New Orleans and the North and South Shore areas of Lake Pontchartrain. During this response, we had a total of 13 projects with self-performing crews and 75 subcontractors. Ceres worked 71,958 employee hours and incurred 1,706,789 truck miles while hauling 2,630,744 cubic yards of debris. **These projects saw zero recordable or lost time incidents.**

Ceres worked approximately **650,000 manhours without a single lost time injury** in Southwest Georgia in 2018-2019. Our use of equipment safety inspection stickers that were a part of the placarding process ensured that equipment was in good working order, and in total 1,628 vehicles were placarded. Ceres supervised an estimated 1,600 people on this job at its peak. Given the number of people and duration of the project, this is a strong demonstration of Ceres commitment to safety.

Safety is a key component of our company. We bring this emphasis to our debris management work as shown by four important awards. We were a 2015, 2011 and 2009 Recipient of the National Safety Council (NSC) Occupational Excellence Achievement Award. This award recognizes outstanding safety achievements among its members and is designed to help promote the prevention of workplace injuries and illnesses. In 2010, we received a Perfect Record Award for operating an entire year without occupational injury or illness and a Million Mile Club award for driving without a Preventable Incident.

In 2007, Ceres received the Million Work Hours award from the NSC. The award is for 1,000,000 work hours without occupational injury or illness involving days away from work during our Hurricane Katrina debris work.



**Ceres' management has demonstrated its commitment to superior performance and customer satisfaction.** In 2017-2019, Ceres worked in the U.S. Virgin Islands under the USACE contract. For that work, Ceres received **Exceptional** ratings for nearly all the categories rated, meeting and exceeding contract requirements and achieving the highest ratings available for quality, customer satisfaction, management/personnel/labor, cost/financial management, and safety/security.

Following the devastation of two (2) separate landfalls by Hurricane Irma in Florida on September 10, 2017, all 67 counties and 412 incorporated municipalities in the State of Florida were declared Category A and Category B under the FEMA Public Assistance Program. During this time, Ceres was active in over 50 separate locations throughout the Southern United States. For Seminole County, FL, although Ceres was the secondary contractor, Ceres staff was engaged with the County staff prior to the storm and was activated in place of the primary contractor when they failed to participate in project kickoff procedures. Upon completion, Ceres had managed 786,619 cubic yards of debris, removing on average more than 9,000 cubic yards a day. We cut a total of 25,021 limbs, with a peak day count of 1,353 limbs on September 27.

When Winter Storm Pax struck the southeast in 2014, Ceres' pre-event debris management contract with Columbia County, GA was activated. Ceres responded immediately, mobilizing a work force capable of removing the more than 600,000 cubic yards of debris left behind by the late winter ice storm. During the project, Ceres not only provided the debris management necessary, but also assisted with FEMA documentation and provided zone maps of the County to keep the public informed. Columbia County, at the end of the project, said of Ceres, "From the first day to the last day of our project, they performed their work in an admirable and cooperative manner."

During 2005, Ceres' pre disaster event contracts with Terrebonne Parish, LA and Palm Beach Gardens, FL were activated in response to Hurricanes Katrina and Wilma. Ceres had management staff on the ground before either hurricane made landfall. Katrina and Rita work in other places already had Ceres fully mobilized and in the midst of moving millions of cubic yards of debris and installing thousands of temporary roofs in Mississippi and Florida. Nevertheless, the City of Palm Beach Gardens received such a high level of service that they evaluated Ceres' performance as "Exceptional."

**Ceres' management has demonstrated a high level of capability and adaptability.** In 2021, following Hurricane Ida in Louisiana, contractors faced shortages of fuel for vehicles and recovery equipment, electrical power outages, and unavailability of rental vehicles and lodging. Ceres promptly adapted to the scarcity of these resources by transporting bulk fuel from outside the affected area and staging onsite for use by company-owned and subcontractor-owned equipment; transporting and utilizing camper trailers for lodging project management and equipment operators; positioning company-owned generators to the Parish; and securing rental vehicles outside the affected area.

In 2018, when subcontractors became increasingly scarce for Hurricane Florence recovery in North Carolina after Hurricane Michael struck the Southeast U.S. in October of that same year. Ceres used its

own equipment and personnel to fulfill all our client commitments without an interruption in service, unlike many other prime contractors, despite extreme weather conditions that caused significant delays.

Ceres was active in Livingston Parish, LA in early 2017 following damages sustained by summer flooding in 2016. Ceres removed and disposed of approximately 1.35 million cubic yards of debris, including 400,000 pounds of putrid food and 20,000 units of white goods. In the middle of clean up, Hurricanes Hermine and Matthew hit the U.S. coast within a month of each other. Ceres extended its services to respond to the needs of more than 20 other jurisdictions while fulfilling all contractual obligations in the Parish. In the words of the Director of Parish Homeland Security, “[Ceres} showed extreme reliability and dedication in the midst of chaos... Organized and diligent, their team quickly adapted to meet our needs.”

Ceres’ personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321. Ceres personnel are also familiar with the Public Assistance Program and Policy Guide, as well as 2 CFR Part 200 Procurement Standards.

### Financial Stability

Ceres’ excellent financial stability means that it can provide performance and payments bonds from treasury-listed carriers in amounts **in excess of \$2 BIL** per single project. With liquid working capital and additional credit lines in excess of \$200M available, a lack of financial resources is never an obstacle for Ceres. The company is able to perform work with its own funds and the timing of payments from customers is a non-issue for the corporation. As an example, in 2017, Ceres was activated simultaneously in 35 jurisdictions throughout the state of Florida, while still completing work in Texas, starting, and sustaining projects in both U.S. Virgin Islands and Puerto Rico. Despite the heavy workload and wide variety in project schedules and invoice payments, Ceres was able to maintain a steady pace in all the recovery projects by ensuring that personnel were provided for, equipment was maintained, and subcontractors received prompt payments. At one point, Accounts Receivable exceeded \$105M, and Ceres never had a work stoppage on any project.

### Equipment

Ceres and its family of companies own 2188 pieces of disaster response equipment. Ceres invests heavily in owned equipment because it assures rapid response times and provides additional flexibility as well as direct management control.

Because of its extensive fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors.

Following the 2017 storm season, Ceres purchased additional equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue to operate projects in the U.S. Virgin Islands and Puerto Rico and respond to Hurricane Florence and Hurricane Michael in 2018.



Much like recovery projects in 2016 and 2017, a large C&D event and a vegetative event occurred in 2018 in North and South Carolina. Subcontracted trucks left many projects in North Carolina, and other primes struggled to close out. Ceres applied the strategy used in 2017 and buoyed by the purchase of additional equipment, Ceres self-performed the closeout of many North Carolina and South Carolina projects.

Ceres has taken numerous steps to mitigate any recurrence of the equipment shortages that have plagued the disaster industry in recent years. We are confident in our ability to rapidly mobilize the magnitude of equipment and personnel necessary to manage the largest projects and we have demonstrated our ability to manage more than 50 government projects totaling approximately \$250M concurrently, providing a dedicated Project Manager for each individual project.

Ceres has access to all the life support equipment needed for supporting its own personnel including mobile living quarters, food supply, large potable water supply tanks, and large septic storage systems. These systems have saved valuable management time in responses to such higher category storms as Katrina. Ceres also has available life support systems for project-wide support and Government personnel. In Ceres' Jefferson Parish, LA response following Katrina, for example, Ceres provided total life support for more than 400 people, and subcontractor fueling services for enough equipment to move 70,000 CY of debris per day.

Ceres owns four self-contained office trailers including satellite internet connections and satellite phones as well as additional loaner satellite cell phones for the customers' management teams. Ceres regularly supplies rental satellite phone service to its clients.

### **Trusted Subcontractors**

Ceres maintains one of the industry's largest networks of pre-screened and fully qualified subcontractors, including local vendors and preferred vendors. Our subcontractors are evaluated on many levels, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost. Ceres knows that a big part of local recovery is economic, so Ceres always strives to employ qualified local labor. The subcontractors are also grouped in Response Regions based on distance from Lake County's service area to facilitate contacts if pre-event mobilization plans are activated.

It is Ceres' formal policy to utilize local subcontract services in the performance of the proposed contract to the maximum extent possible. In the emergency disaster response and recovery activities carried out under the contract, preference will be given, to the extent feasible and practicable, to those organizations, firms, and individuals residing or doing business primarily in the area affected by such major disaster or emergency. Ceres recognizes the advantages obtainable by utilizing other responsible and experienced firms capable of furnishing specialty services and products of high quality, but first priority will be given to those subcontractors who are from the area or regularly do business there. During Ceres' Army Corps contracted disaster relief response in the state of Louisiana following Hurricane Katrina, local contractors received 55.9% of the total dollars paid to Ceres.

In accordance with Ceres Corporate policies, it is our practice to use Local and other Small Businesses (SB) and also HUBZone, Veteran-Owned (VO), Service-Disabled Veteran-Owned (SDVO), Small Disadvantaged (SDB), Women-Owned (WOSB), Historically Black Colleges and Universities (HBCU), and Minority Institutions (MI) for the provision of equipment, labor, services, and supplies to the maximum extent possible. In our most recent reporting on our federal contracts, we exceeded our goals in each of the applicable categories. This report shows that Ceres paid Small Business Concerns 75.6% of the total dollars, with 12.0% going to SDBs, 13% to WOSBs, 3.3% to HUBZone SBs, 11% to VOs, and 9.5% to SDVOs.

While Ceres' database of screened and qualified subcontractors consists of 3346 firms from across the country, Ceres intends to draw from a more select list of regionally based subcontractors to provide the highest level of performance, including rapid mobilization. Other firms that have shown exemplary performance standards in previous disaster recovery efforts are included in this list.

In Ceres' subcontractor registration process, all potential firms are required to demonstrate their knowledge of the disaster recovery process, including safety, knowledge of FEMA related topics, eligible debris, etc. After scrutiny, the firms that meet Ceres' rigorous standards are added to the list of preferred subcontractors. Additionally, after each disaster recovery project, Ceres managers go through a complete performance evaluation of each subcontractor that worked on the project.

All subcontractors have been screened through the Excluded Parties List System and only those shown to have no history on the list will be chosen for this project.

### **FEMA Knowledge**

Ceres has more than 30 years of successful FEMA-reimbursed disaster work. Ceres' management staff has a long tenure with strong expertise in FEMA requirements for documentation, eligibility, general rules compliance, and methodologies.

Ceres augments staff FEMA experience with certified FEMA training classes for its general management. Project Managers and Project Superintendents are required to take ICS courses through the FEMA's online

Emergency Management Institute (EMI) to better understand NIMS structure and review debris eligibility. Ceres has also retained the former State Response and Recovery Directors, U.S. Army Corps of Engineers Subject Matter Experts, and the former U.S. Army Corps of Engineers Disaster Program Manager (also, co-author of the now superseded FEMA 325 Debris Management Guide). Our personnel are deeply experienced in FEMA's Public Assistance Program, and we continually train managers down to field staff in FEMA eligibility requirements.

Ceres has assisted numerous clients during the post-disaster reimbursement application process, and our clients have never been denied reimbursement for our work. For example, two years after one project was completed, FEMA conducted an audit of one city during which the city was unable to provide complete truck certification logs. FEMA indicated that due to the missing truck documentation, they intended to deobligate over \$1,000,000 from the city. When the city notified Ceres about this matter, Ceres was able to provide the missing information from its well-organized records; the city subsequently received all its eligible reimbursement without any deobligation.

### Community Relations

One of Ceres' most important support functions in the event of a natural disaster is to help Lake County officials engage in community relations. Ceres provides important resources for keeping residents informed on the progress of cleanup.

### Toll Free Hotline and E-Mail Management

Large phone and e-mail traffic from concerned residents are a part of every natural disaster. Ceres maintains a toll-free Storm Hotline that is staffed and accessible 24 hours a day, 7 days a week to handle questions, concerns or complaints related to clean-up: **1-877-STORM12**. The number is prominently displayed on all Ceres equipment working the clean-up area. Ceres monitors call and e-mail volume and establishes additional toll-free numbers and enlists additional staff whenever greater capacity is required to ensure maximum community responsiveness.

Call center staff keep a log of incoming calls and e-mails, recording the address of the reported incident, resident's name, reported complaint, date and time of reported incident, and the truck number (if applicable). This group compiles incoming resident communications and organizes them into date/time of receipt and response priorities. Ceres sorts through messages to identify time-sensitive incidents such as broken water lines that need immediate attention. Each incident is investigated, and ultimately, we locate the responsible crew if fault is found. Reports from this database will be accessible daily or weekly and can be disbursed to Lake County officials accordingly.

### Public Information Campaigns

Having been in business for 48 years and completed more than over 400 disaster contracts, Ceres has participated in and developed a number of public information campaigns. Within the Ceres repository, we maintain debris separation diagrams and videos translated into multiple languages, radio advisories, door hangers, mailbox flyers and various other forms of media. The idea is the County and Ceres must retrain residents to put out disaster debris, given that the residents are accustomed to placing trash out on a certain day of the week. The more we can educate the residents across multiple media types and reinforce the messaging, the faster Ceres can remove debris from the public ROW.

### Client Satisfaction-Oriented

Ceres is in business to serve governmental agencies. We recognize that providing customer satisfaction is critical to our success. Our satisfied customers and the commendation letters and evaluations quoted below speak for themselves.

*[Ceres] showed extreme reliability and dedication in the midst of chaos... Ceres Environmental has my highest recommendation.*

James A. (Jimmie) Stephens, County Commissioner, Jefferson County, Alabama

*I would like to officially express my gratitude and admiration for your leadership and expediency of action in providing the Corps of Engineers with logistical and operational support. I feel confident that with leaders like you the Corps of Engineers and the State of Louisiana will have little difficulty in continuing to succeed in the recovery mission.*

Wesley Todd, Mission Manager, U.S. Army Corps of Engineers



*My experience with this firm is that they are true professionals with a focus on the need of their customers and the community they serve regardless of the circumstances.*

Alberto Zamora, Sanitation Division Director, City of Miami Beach, FL

*...I would like to thank Ceres and all of its personnel for the services that you provided during this most trying of times. I thought that you and your staff handled yourselves in a most professional manner and it was a pleasure working with you.*

Don Brandon, P.E, County Engineer, Chambers County, Texas

*Perhaps the finest contractor we've worked with.*

Department of the Navy, Naval Facilities Engineering Command, El Centro CA.

*While many out of state contractors used this opportunity to take advantage of the situation, your organization rose above the rest with superior customer service...*

James A. Randolph, Asst. to the Town Manager, Town of Windsor, VA

*As communities seek to incorporate the benefit of a defined and organized emergency debris haul contract, we would promote and recommend that Ceres Environmental be at the forefront of consideration. The company is committed to purpose, responsive to action, and sets the standard of industry excellence.*

Joe Mercurio, Project Manager, Emergency Management, City of Port St. Lucie, FL

*Ceres has given us exemplary service. They have been responsive to the needs that are unique to our County, they have advised us of FEMA regulations, they have made suggestions to save the County money and most importantly they conducted their business in a professional manner....I have been most impressed by their thoroughness and flexibility.*

Donald M. Long, Director of Public Works, County of Isle of Wight, VA

*Ceres did an excellent job in the coordination and the removal of tree damage that occurred.... I would highly recommend them for any future cleanup because of the proficiency and timely manner in which they operated.*

Tim Stevens, Superintendent of State Highways, Kentucky State Highway Department

### 1.3 Lake County Project Experience

Lake County, FL	
Project Name	Disaster Debris Management Services
Location	Lake County, FL
Project Description	Removal, reduction and disposal of debris following Hurricane Milton
Contract Value	\$9,094,890
Debris Amount	369,411 Cubic Yards
Contract Period	November 2024 – March 2025

Ceres Environmental Services, Inc. is proud to be your dedicated partner in disaster debris management. Since receiving the Notice to Proceed for Hurricane Milton, our team has worked hard to provide the recovery solutions, equipment, and staff needed to meet the County's needs.

The Hurricane Milton project, valued at **\$9,094,890**, involved removal, reduction by grinding, and disposal of **369,411 cubic yards of debris and 2,964 trees**. At the project's peak, **79,180 cubic yards of debris were hauled in a single day**.

Successfully completing this project in March 2025 is a great example of our team's commitment. We're grateful that Lake County recognized our value and gave us the Notice to Proceed shortly after initially activating another firm. That decision was particularly meaningful because 2024 was an unprecedented year for disasters, and many companies struggled to manage their heavy workloads. It put a huge strain on the entire industry, but we had the capacity to step up when others couldn't.

We further demonstrated our commitment to the County by going beyond the original contract scope to assist the County. A notable example was our rapid assistance with the containment and extinguishment of mulch fires at the Tavares landfill, an urgent issue that required close teamwork with County staff. We also worked with the County to relocate debris from that landfill to reduce the risk of future fires.



These efforts highlight our dedication to providing essential assistance and ensuring the safety and long-term recovery of the community. We value the strong relationship we have built with Lake County and are committed to continuing to serve your needs.

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.

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*Ceres Environmental Services, Inc.*

PROJECT NAME: Disaster Debris Management Services

Agency: Lake County, FL

Address: 13130 County Landfill Road

City, State, Zip code: Tavares, FL 32778

Contact Person: David Salinas

Title: Office of Solid Waste Director

Email: david.salinas@lakecountyfl.gov

Telephone: (352) 253-1670

Project Cost: \$9,094,890

Contract Start and End Dates: November 2024 – March 2025

SCOPE of Project (list tasks, outlines or descriptions of items): Removal, reduction and disposal of 369,411 cubic yards of debris following Hurricane Milton.

PROJECT NAME: Disaster Debris Clearance and Removal Services

Agency: North Port, FL

Address: 1100 North Chamberlain Blvd

City, State, Zip code: North Port, FL 34286

Contact Person: Frank Lama

Title: Solid Waste Manager

Email: flama@northportfl.gov

Telephone: (941) 240-8074

Project Cost: \$42,031,396

Contract Start and End Dates: October 2022 – March 2023

SCOPE of Project (list tasks, outlines or descriptions of items): Removal, reduction, and disposal of 2,446,843 cubic yards of debris Following Hurricane Ian.

PROJECT NAME: Disaster Debris Removal and Disposal Services

Agency: Bradenton, FL

Address: 888 13th Avenue E

City, State, Zip code: Bradenton, FL 34208

Contact Person: Irvin Lee

Title: Public Works/Utilities Director

Email: irvin.lee@bradentonfl.gov

Telephone: (941) 462-1989

Project Cost: \$2,299,665

Contract Start and End Dates: October 2024 – January 2025

SCOPE of Project (list tasks, outlines or descriptions of items): Removal, reduction, and disposal of 204,957 cubic yards of debris following Hurricane Milton.

PROJECT NAME: Emergency Debris Removal Services

Agency: Deltona, FL

Address: 201 Howland Blvd.

City, State, Zip code: Deltona, FL 32738

Contact Person: Phyllis Wallace

Title: Deputy Director of Public Works

Email: pwallace@deltonafl.gov

Telephone: (386) 878-8965

Project Cost: \$1,735,331

Contract Start and End Dates: October 2022 – February 2023

SCOPE of Project (list tasks, outlines or descriptions of items): Removal, reduction and disposal of 142,427 cubic yards of debris following Hurricane Milton.

PROJECT NAME: Disaster Debris Removal and Disposal Services

Agency: Pearland, TX

Address: 3519 Liberty Dr.

City, State, Zip code: Pearland, TX 77581

Contact Person: Laurie Rodriguez

Title: Environmental Services Superintendent

Email: lrodriguez@pearlandtx.gov

Telephone: (281) 652-1813

Project Cost: \$3,153,688

Contract Start and End Dates: July – September 2024

SCOPE of Project (list tasks, outlines or descriptions of items): Removed, hauled, reduced and disposed of 195,471 cubic yards of vegetative and C&D debris and 1,541 trees following Hurricane Beryl.

[Reference Letters can be found in, Tab 7 - Other Information](#)



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

1. Affiant is the (Title) Corporate Secretary of (Business Name) Ceres Environmental Services, 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.

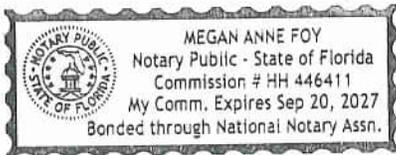
Signed and Delivered on the 25th day of August, 202 5.

BY:   
Signature of Affiant

Tia Laurie  
Printed Name

STATE OF Florida  
COUNTY OF Sarasota

Sworn to (or affirmed) and subscribed before me by means of  physical presence or  online notarization, this 25th day of August, 20 25, by Tia Laurie, who is  personally known to me or  has produced identification (type): \_\_\_\_\_.



  
(Notary Signature)  
(SEAL)

## 1.7 Program Manager

Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following Program Manager will be assigned to Lake County for the life of the contract. Please note that we have provided additional Ceres personnel available for this project in proposal **Section 4.4, Proposed Staffing.**

### Contact Information

<b>Name</b>	Mike Smith
<b>Business Address</b>	6371 Business Boulevard Suite 100, Sarasota, Florida 34240
<b>Telephone Number</b>	(985) 233-0909
<b>Email Address</b>	<a href="mailto:Mike.Smith@ceresops.com">Mike.Smith@ceresops.com</a>

### Mike Smith, Program Manager

Mr. Smith is a dynamic leader with extensive expertise in managing large-scale debris removal operations. He provides exceptional program management both on-site and remotely, ensuring regulatory compliance across global project locations. He is known for developing industry-leading programs that drive significant cost savings, improve operational efficiency, and reduce risk and liability. He excels in training, mentoring, and coaching teams both in the U.S. and internationally, and is adept at managing multiple projects while maintaining clear communication and high productivity.

### PROFESSIONAL EXPERIENCE

- **Hurricanes Helene and Milton, October 2024 – March 2025.** Program Manager overseeing all aspects of emergency debris removal, reduction and disposal in several Florida jurisdictions, including Lake County, FL.
- **Hurricane Helene, 2024 – 2025.** Management oversight for Ceres' responses to Georgia jurisdictions following Hurricane Helene.
- **Wildfire Fuel Reduction (WFR) Vegetation and Tree Removal Services - Orange County, CA – Caltrans 2023** Project Manager overseeing all phases of the contract. Scoped work includes Wildfire Fuel Reduction vegetation and tree removal within Caltrans ROW District 12. Additional scopes include monitoring and avoidance of cultural and environmentally sensitive areas. Responsibilities include preparatory phase oversight, subcontracts / contracts, project coordination & scheduling, daily & weekly project specific documentation, FRAP implementation to include oversight of prescription-based treatments, permitting/environmental certs, Invoicing & closeout.
- **Sacramento River Tree Removal – USACE 2023** Project Manager overseeing the felling and removal of various tree species in environmentally sensitive and public areas, and Biological monitoring, along the Sacramento River. These areas of shoreline stem from the Interstate 50 Bridge and Garcia Bend Park, specifically reaches 2, 3, and 6. Responsibilities include the development of pre-work submittals, partner with the Army Corps and two other contractors working within these reaches, developing and enforcing daily production and resource reporting, cost controls, invoicing, and managing schedules.
- **Folsom Dam Tree Removal, 2023 – USACE.** Project Manager over the successful removal of 210 trees within public and environmentally sensitive areas. Responsibilities included the development of pre-work submittals, partner with the Army Corps on BOR permitting, developed and enforced daily production and resource reporting, was successful with interagency coordination (BOR, USACE, State Park), cost controls, invoicing, and schedules.
- **Hurricane Ian 2022.** Project Manager for debris management and removal of 1,971,919 Cubic Yards of debris from the RoW and 741,260 CY of debris from waterways.
- **Hazard Tree Removal Project for the Campfire in Butte County -- 2020 to 2021.** Planning Section Chief. Roles and Responsibilities included and were not limited to the daily dispatching and scheduling of tree removal and hauling crews for approximately 2,200 properties, containing just below 60,000 eligible trees. Developing crew schedules, work packages & runways. Tracking of project quantities daily and in total. The contract value exceeded \$100,000,000.00 worth of work.

- **Hurricane Laura 2020.** Project Manager in Santa Rosa County, FL for debris cleanup. The project included removal of over 1,000,000 CY of Vegetative and Construction & Demolition Debris, reduction by Grinding and ACI of 500,000 CY and removal of approximately 20,000 hangers and leaners. Oversaw 4 section supervisors and over 150 hauling units and bucket trucks operators.
- **Hurricane Hannah 2020.** Superintendent for the City of Edinburg & Hidalgo County; Precincts 1, 3, & 4 Debris Cleanup & Reduction. Responsible for field supervision, traffic control labor and upwards of 50 hauling unit operators.
- **Puerto Rico Sheltering and Temporary Essential Power Program (STEP) 2019.** Project Manager for the PR STEP providing temporary repairs to single family dwellings with a monetary cap of \$20,000.00 per dwelling. The scope of work entailed numerous pre and post inspections, database creation/data management, applicant interaction/customer service, and the contracting and coordination of skilled tradesmen to provide electrical, HVAC, potable water and gas to a safe, secure and weatherproof dwelling.
- **Hurricane Maria 2017 – 2018.** Senior Quality Control Manager/Superintendent for the ACI Emergency Temporary Roofing in Puerto Rico. Mr. Smith implemented systems of distribution, logistics, document controls/flow, work order and production tracking, inventory and material coordination for the construction of the roofs.
- **Hurricane Irma 2017.** Project Manager for the debris clean-up in Highlands and Okeechobee Counties, FL.
- **Morganza Hurricane Levee Project 2015.** Senior Quality Control System Manager/Project Manager for a massive levee system located just south of Houma, LA. These segments of levee make up approximately 9 miles of newly constructed earthen levee through the marsh.
- **Aquamen, LLC, 2009-2014, Vice-President / Co-Owner.**  
The company performed certified residential & commercial mold inspections, sampling for indoor air-quality, day-to-day monitoring, and post-clearance. Responsibilities included project estimating, project management, procurement, manage/coordinate subcontractors, manage/coordinate inspections, manage/coordinate invoicing and draw requests.

**NOTABLE ACHIEVEMENTS**

- In 2024, Mr. Smith successfully led the Columbia County, GA debris removal project following Hurricane Helene. Under his leadership, more than 3.7 million cubic yards of debris were efficiently removed, processed, and transported to final disposal. In recognition of his outstanding performance, Columbia County honored him with a personalized baseball and the “Game Changer Award.”



**EDUCATION/CERTIFICATIONS**

- USACE Construction QC Management
- OSHA Certification: 30 HR Construction Safety
- OSHA Certification: 10 HR Construction Safety
- OSHA Refinery Safety Courses – CSE Attendant/Entrant, Fire Prevention, Haz. Gases
- LOTD, First Aid/CPR and refinery safety standards
- HAZWOPER Certification
- GHS & OSHA Hazardous Communication
- FEMA EMI – ICS-100, Exercises 120, 200 ICS/NIMS
- HCSS Heavy Bid/Heavy Job Certified (2014)
- Home Inspection Certification for the State of Ohio
- Mold remediation & inspection Certification (Commercial and Residential) for Ohio

## 1.8 Licenses



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

**CONSTRUCTION INDUSTRY LICENSING BOARD**

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

**MCINTYRE, DAVID A**

CERES ENVIRONMENTAL SERVICES INC  
6371 BUSINESS BLVD.  
SUITE 100  
FL  
SARASOTA FL 34240

**LICENSE NUMBER: CGC1508764**

**EXPIRATION DATE: AUGUST 31, 2026**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)

ISSUED: 07/08/2024

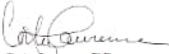
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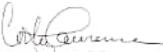
## 1.8 Professional Certifications

<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>ROBERT E SMITH JR.</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;">IS-00100.c <b>Introduction to Incident Command System, ICS-100</b></p> <p style="text-align: center;">Issued this 20th Day of December, 2019</p>  <p style="text-align: center;">0.2 IACET CEU</p>  <p style="text-align: center;">Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency</p>	<p><b>Ceres Employees Holding: IS-100 – Introduction to the Incident Command System</b></p> <ul style="list-style-type: none"> <li>✓ Stanley Bloodworth</li> <li>✓ Everett Bond</li> <li>✓ Alonzo Clay</li> <li>✓ Shannon Copeland</li> <li>✓ Chad Dorsey</li> <li>✓ Bryan Fike</li> <li>✓ Joslyn Ginn</li> <li>✓ Michael Hansen</li> <li>✓ Milagros Gonzalez</li> <li>✓ Tammy Hunt</li> <li>✓ Tia Laurie</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ David Preus</li> <li>✓ Michael Randall</li> <li>✓ Linda Smith</li> <li>✓ Marcus Smith</li> <li>✓ Michael Smith</li> <li>✓ Robert Smith</li> <li>✓ Kevin Sudbury</li> <li>✓ Brent Whitten</li> <li>✓ Jay Zulinke</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>ALONZO CLAY</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;">IS-101.C: <b>PREPARING FOR FEDERAL DISASTER OPERATIONS: FEMA</b></p> <p style="text-align: center;">Issued this 28th Day of July, 2022</p>  <p style="text-align: center;">0.10 IACET CEU</p>  <p style="text-align: center;">Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</p>	<p><b>Ceres Employees Holding: IS-101 – Preparing for Federal Disaster Operations: FEMA</b></p> <ul style="list-style-type: none"> <li>✓ Alonzo Clay</li> <li>✓ Chad Dorsey</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>

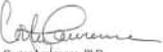
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>TIA N LAURIE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00700 National Incident Management System (NIMS), An Introduction</b></p> <p style="text-align: center;"><i>Issued this 22nd Day of December, 2008</i></p>  <p style="text-align: center;"><small>Cortez L. Lawrence, PhD Superintendent Emergency Management Institute</small></p> <p>0.3 CEU</p>	<p><b>Ceres Employees Holding: IS-700 – National Incident Management System (NIMS), An Introduction</b></p> <ul style="list-style-type: none"> <li>✓ Alonzo Clay</li> <li>✓ Shannon Copeland</li> <li>✓ Bryan Fike</li> <li>✓ Michael Hansen</li> <li>✓ Tammy Hunt</li> <li>✓ Tia Laurie</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Linda Smith</li> <li>✓ Marcus Smith</li> <li>✓ Kevin Sudbury</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>MICHAEL R RANDALL</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;"><b>IS-703.B: NATIONAL INCIDENT MANAGEMENT SYSTEM RESOURCE MANAGEMENT</b></p> <p style="text-align: center;"><i>Issued this 10th Day of August, 2022</i></p>  <p style="text-align: center;"><small>Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</small></p> <p>0.40 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-703 – National Incident Management System Resource Management</b></p> <ul style="list-style-type: none"> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>MICHAEL SMITH</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00120.c An Introduction to Exercises</b></p> <p style="text-align: center;"><i>Issued this 9th Day of December, 2021</i></p>  <p style="text-align: center;"><small>Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</small></p> <p>0.3 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-120 – An Introduction to Exercises</b></p> <ul style="list-style-type: none"> <li>✓ Shannon Copeland</li> <li>✓ Michael Smith</li> <li>✓ Marcus Smith</li> </ul>

<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>PATRICIA C MACEY</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00200.b</b> <b>ICS for Single Resources and Initial Action Incident, ICS-200</b></p> <p style="text-align: center;"><i>Issued this 22nd Day of December, 2010</i></p>  <p style="text-align: center;">0.3 IACET CEU</p>  <p style="text-align: center;">Vilani Schmitt-Milano Superintendent (Acting) Emergency Management Institute</p>	<p><b>Ceres Employees Holding:</b> <b>IS-200.b – ICS for Single Resources and Initial Action Incident</b></p> <ul style="list-style-type: none"> <li>✓ Milagros Gonzalez</li> <li>✓ Michael Hansen</li> <li>✓ Patricia Macey (Deville)</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>MICHAEL SMITH</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00200.c</b> <b>Basic Incident Command System for Initial Response</b></p> <p style="text-align: center;"><i>Issued this 3rd Day of September, 2019</i></p>  <p style="text-align: center;">0.4 IACET CEU</p>  <p style="text-align: center;">Dr. Jeff Stern Superintendent Emergency Management Institute Federal Emergency Management Agency</p>	<p><b>Ceres Employees Holding:</b> <b>IS-200.c – Basic Command System for Initial Response</b></p> <ul style="list-style-type: none"> <li>✓ Everett Bond</li> <li>✓ Alonzo Clay</li> <li>✓ Shannon Copeland</li> <li>✓ Chad Dorsey</li> <li>✓ John Gallicchio</li> <li>✓ Joslyn Ginn</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> <li>✓ Michael Smith</li> <li>✓ Robert Smith</li> <li>✓ Jay Zulinke</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>BRYAN S FIKE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00242.b</b> <b>Effective Communication</b></p> <p style="text-align: center;"><i>Issued this 20th Day of July, 2016</i></p>  <p style="text-align: center;">0.8 IACET CEU</p>  <p style="text-align: center;">Tony Russell Superintendent Emergency Management Institute</p>	<p><b>Ceres Employees Holding:</b> <b>IS-242 – Effective Communication</b></p> <ul style="list-style-type: none"> <li>✓ Shannon Copeland</li> <li>✓ Bryan Fike</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>

<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>BRENT WHITTEN</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00276 Benefit-Cost Analysis (BCA) Fundamentals</b></p> <p style="text-align: center;"><i>Issued this 8th Day of October, 2013</i></p>   <p style="text-align: center;">Tony Russell Superintendent Emergency Management Institute</p> <p>0.1 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-276 – Benefit-Cost Analysis (BCA) Fundamentals</b></p> <ul style="list-style-type: none"> <li>✓ Brent Whitten</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>PATRICIA C DEVILLE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;"><b>IS-42.A: SOCIAL MEDIA IN EMERGENCY MANAGEMENT</b></p> <p style="text-align: center;"><i>Issued this 28th Day of July, 2022</i></p>   <p style="text-align: center;">Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</p> <p>0.30 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-42 – Social Media in Emergency Management</b></p> <ul style="list-style-type: none"> <li>✓ Shannon Copeland</li> <li>✓ John Gallicchio</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> <li>✓ Robert Smith</li> <li>✓ Jay Zulinke</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>ROBERT E SMITH JR.</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00027 Orientation to FEMA Logistics</b></p> <p style="text-align: center;"><i>Issued this 27th Day of January, 2020</i></p>   <p style="text-align: center;">Michael J. Sharma Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency</p> <p>0.4 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-27 – Orientation to FEMA Logistics</b></p> <ul style="list-style-type: none"> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> <li>✓ Robert Smith</li> </ul>

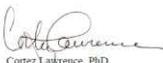
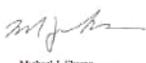
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>TIA LAURIE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00018 Equal Employment Opportunity (EEO) for Employees</b></p> <p style="text-align: center;"><i>Issued this 21st Day of December, 2009</i></p>   <p style="text-align: center;"><small>Cortez Lawrence, PhD Superintendent Emergency Management Institute</small></p> <p>0.1 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-18 – Equal Employment Opportunity (EEO) for Employees</b></p> <ul style="list-style-type: none"> <li>✓ Tia Laurie</li> <li>✓ Marcus Smith</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>BRYAN S FIKE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00800.b National Response Framework, An Introduction</b></p> <p style="text-align: center;"><i>Issued this 12th Day of June, 2017</i></p>   <p style="text-align: center;"><small>Tony Russell Superintendent Emergency Management Institute</small></p> <p>0.3 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-800 – National Response Framework, An Introduction</b></p> <ul style="list-style-type: none"> <li>✓ Everett Bond</li> <li>✓ Alonzo Clay</li> <li>✓ Shanno Copeland</li> <li>✓ Bryan Fike</li> <li>✓ Tia Laurie</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Linda Smith</li> <li>✓ Marcus Smith</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>MICHAEL R RANDALL</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;"><b>IS-5.A: AN INTRODUCTION TO HAZARDOUS MATERIALS</b></p> <p style="text-align: center;"><i>Issued this 07th Day of July, 2022</i></p>   <p style="text-align: center;"><small>Jeffrey D. Stern, PhD Superintendent Emergency Management Institute Federal Emergency Management Agency</small></p> <p>1.00 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-5 – An Introduction to Hazardous Materials</b></p> <ul style="list-style-type: none"> <li>✓ Shannon Copeland</li> <li>✓ John Gallicchio</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>

<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>TIA N LAURIE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00010 Animals in Disaster, Awareness and Preparedness</b></p> <p style="text-align: center;"><i>Issued this 31st Day of December, 2008</i></p>  <p style="text-align: center;"><small>Coreez Lawrence, PhD Superintendent Emergency Management Institute</small></p> <p>1.0 CEU</p>	<p><b>Ceres Employees Holding: IS-10 – Animals in Disaster, Awareness, and Preparedness</b></p> <ul style="list-style-type: none"> <li>✓ Tammy Hunt</li> <li>✓ Tia Laurie</li> <li>✓ Marcus Smith</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>KEVIN SUDBURY</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00020.19 Diversity Awareness Course 2019</b></p> <p style="text-align: center;"><i>Issued this 11th Day of April, 2019</i></p>  <p style="text-align: center;"><small>Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency</small></p> <p>0.1 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-20 – Diversity Awareness Course</b></p> <ul style="list-style-type: none"> <li>✓ Kevin Sudbury</li> <li>✓ Jay Zulinke</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>BRYAN FIKE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00033.16 FEMA Initial Ethics Orientation 2016</b></p> <p style="text-align: center;"><i>Issued this 23rd Day of July, 2016</i></p>  <p style="text-align: center;"><small>Tony Russell Superintendent Emergency Management Institute</small></p> <p>0.1 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-33 – FEMA Initial Ethics Orientation</b></p> <ul style="list-style-type: none"> <li>✓ Bryan Fike</li> <li>✓ Kevin Sudbury</li> </ul>

<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>MICHAEL R RANDALL</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;"><b>IS-37.22: MANAGERIAL SAFETY AND HEALTH</b></p> <p style="text-align: center;"><i>Issued this 02nd Day of September, 2022</i></p>  <p style="text-align: center;"><small>Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</small></p> <p style="text-align: center;"><small>0.20 IACET CEU</small></p> 	<p><b>Ceres Employees Holding: IS-37 – Managerial Safety and Health</b></p> <ul style="list-style-type: none"> <li>✓ Alonzo Clay</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>TIA LAURIE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00102 Deployment Basics for FEMA Response Partners</b></p> <p style="text-align: center;"><i>Issued this 2nd Day of January, 2009</i></p>  <p style="text-align: center;"><small>Cortez Lawrence, PhD Superintendent Emergency Management Institute</small></p> <p style="text-align: center;"><small>0.1 CEU</small></p>	<p><b>Ceres Employees Holding: IS-102 – Deployment Basics for FEMA Response Partners</b></p> <ul style="list-style-type: none"> <li>✓ Alonzo Clay</li> <li>✓ Shannon Copeland</li> <li>✓ Tia Laurie</li> <li>✓ Michael Randall</li> <li>✓ Kevin Sudbury</li> <li>✓ Marcus Smith</li> <li>✓ Linda Smith</li> <li>✓ Brent Whitten</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>MICHAEL R RANDALL</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;"><b>IS-212.B: INTRODUCTION TO UNIFIED HAZARD MITIGATION ASSISTANCE (HMA)</b></p> <p style="text-align: center;"><i>Issued this 02nd Day of September, 2022</i></p>  <p style="text-align: center;"><small>Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</small></p> <p style="text-align: center;"><small>0.30 IACET CEU</small></p> 	<p><b>Ceres Employees Holding: IS-212 – Introduction to Unified Hazard Mitigation Assistance (HMA)</b></p> <ul style="list-style-type: none"> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>

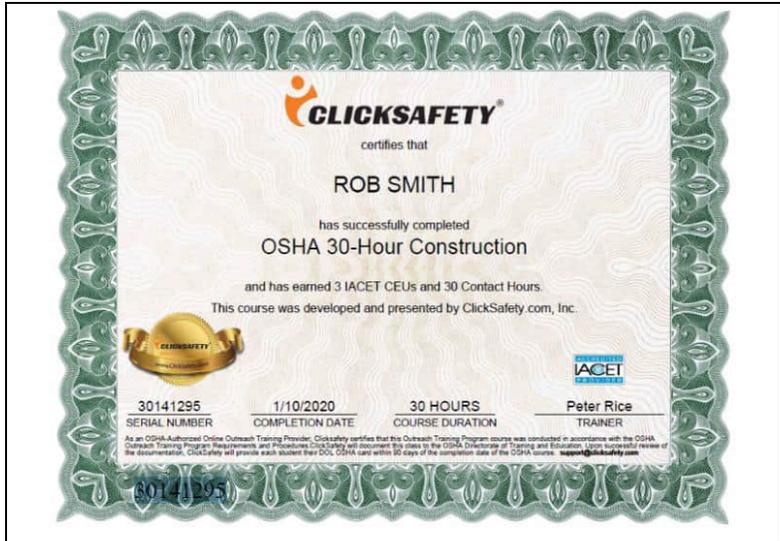
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>BRYAN S FIKE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00230.d</b> <b>Fundamentals of Emergency Management</b></p> <p style="text-align: center;">Issued this 21st Day of July, 2016</p>   <p style="text-align: center;">Tony Russell Superintendent Emergency Management Institute</p> <p>0.6 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-230 – Fundamentals of Emergency Management</b></p> <ul style="list-style-type: none"> <li>✓ Alonzo Clay</li> <li>✓ Shannon Copeland</li> <li>✓ Chad Dorsey</li> <li>✓ Bryan Fike</li> <li>✓ John Gallicchio</li> <li>✓ Tammy Hunt</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>ALONZO CLAY</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;"><b>IS-235.C:</b> <b>EMERGENCY PLANNING</b></p> <p style="text-align: center;">Issued this 29th Day of July, 2022</p>   <p style="text-align: center;">Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</p> <p>0.50 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-235 – Emergency Planning</b></p> <ul style="list-style-type: none"> <li>✓ Alonzo Clay</li> <li>✓ Shannon Copeland</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>CHAD L DORSEY</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;"><b>IS-241.C:</b> <b>DECISION MAKING AND PROBLEM SOLVING</b></p> <p style="text-align: center;">Issued this 29th Day of August, 2022</p>   <p style="text-align: center;">Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</p> <p>0.20 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-241 – Decision Making and Problem Solving</b></p> <ul style="list-style-type: none"> <li>✓ Shannon Copeland</li> <li>✓ Chad Dorsey</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> </ul>

<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>BRYAN S FIKE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00035.21</b> <b>FEMA Safety Orientation 2021</b></p> <p style="text-align: center;"><i>Issued this 8th Day of June, 2021</i></p>  <p style="text-align: center;">Jeffrey D. Stern, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</p>  <p>0.2 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-35 – FEMA Safety Orientation</b></p> <ul style="list-style-type: none"> <li>✓ Alonzo Clay</li> <li>✓ Bryan Fike</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> <li>✓ Jay Zulinke</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>ROBERT E SMITH JR.</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00240.b</b> <b>Leadership and Influence</b></p> <p style="text-align: center;"><i>Issued this 29th Day of December, 2019</i></p>  <p style="text-align: center;">Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency</p>  <p>0.3 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-240 – Leadership and Influence</b></p> <ul style="list-style-type: none"> <li>✓ Shannon Copeland</li> <li>✓ Chad Dorsey</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Linda Smith</li> <li>✓ Marcus Smith</li> <li>✓ Robert Smith</li> <li>✓ Michael Randall</li> </ul>
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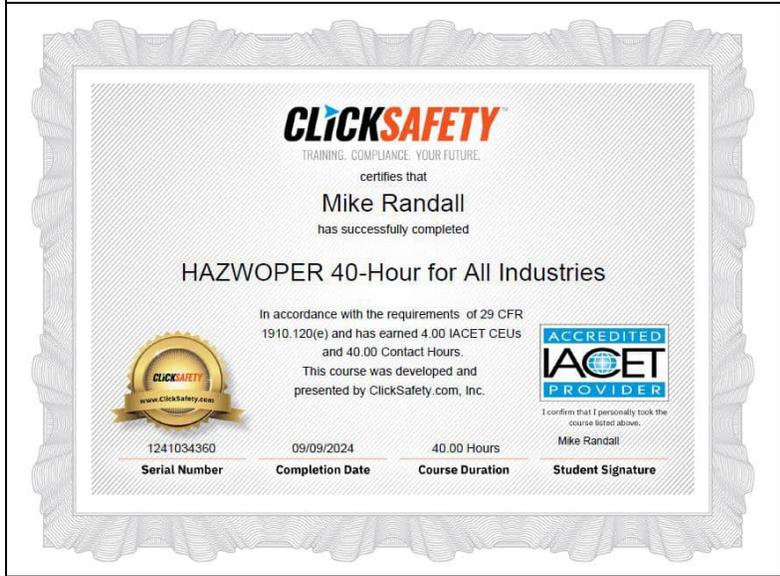
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>TIA LAURIE</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00630 Introduction to the Public Assistance Process</b></p> <p style="text-align: center;"><i>Issued this 21st Day of December, 2009</i></p>   <p style="text-align: center;"><small>Cortez Lawrence, PhD Superintendent Emergency Management Institute</small></p> <p>0.2 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-630 – Introduction to the Public Assistance Process</b></p> <ul style="list-style-type: none"> <li>✓ Tia Laurie</li> <li>✓ Patricia Macey (Deville)</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>BRENT S WHITTEN</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00631 Public Assistance Operation I</b></p> <p style="text-align: center;"><i>Issued this 10th Day of February, 2008</i></p>   <p style="text-align: center;"><small>Cortez Lawrence, PhD Superintendent Emergency Management Institute</small></p> <p>0.7 CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-631 – Public Assistance Operation I</b></p> <ul style="list-style-type: none"> <li>✓ Brent Whitton</li> </ul>
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>ROBERT E SMITH JR.</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00632.a Introduction to Debris Operations</b></p> <p style="text-align: center;"><i>Issued this 5th Day of November, 2019</i></p>   <p style="text-align: center;"><small>Michael J. Shante Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency</small></p> <p>0.2 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-632 – Introduction to Debris Operations</b></p> <ul style="list-style-type: none"> <li>✓ Alonzo Clay</li> <li>✓ Shannon Copeland</li> <li>✓ Chad Dorsey</li> <li>✓ Bryan Fike</li> <li>✓ Tammy Hunt</li> <li>✓ Tia Laurie</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> <li>✓ Robert Smith</li> <li>✓ Kevin Sudbury</li> <li>✓ Brent Whitten</li> </ul>

<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>KEVIN SUDBURY</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00633</b> <b>Debris Management Plan Development</b></p> <p style="text-align: center;"><i>Issued this 11th Day of April, 2019</i></p>   <p style="text-align: center;">Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency</p> <p>0.6 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-633 – Debris Management Plan Development</b></p> <ul style="list-style-type: none"> <li>✓ Shannon Copeland</li> <li>✓ Bryan Fike</li> <li>✓ Patricia Macey (Deville)</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> <li>✓ Kevin Sudbury</li> <li>✓ Jay Zulinke</li> </ul>
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<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>ROBERT E SMITH JR.</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00552</b> <b>The Public Works Role in Emergency Management</b></p> <p style="text-align: center;"><i>Issued this 6th Day of November, 2019</i></p>   <p style="text-align: center;">Michael J. Sharon Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency</p> <p>0.2 IACET CEU</p>	<p><b>Ceres Employees Holding:</b> <b>IS-552 – The Public Works Role in Emergency Management</b></p> <ul style="list-style-type: none"> <li>✓ Robert Smith</li> </ul>

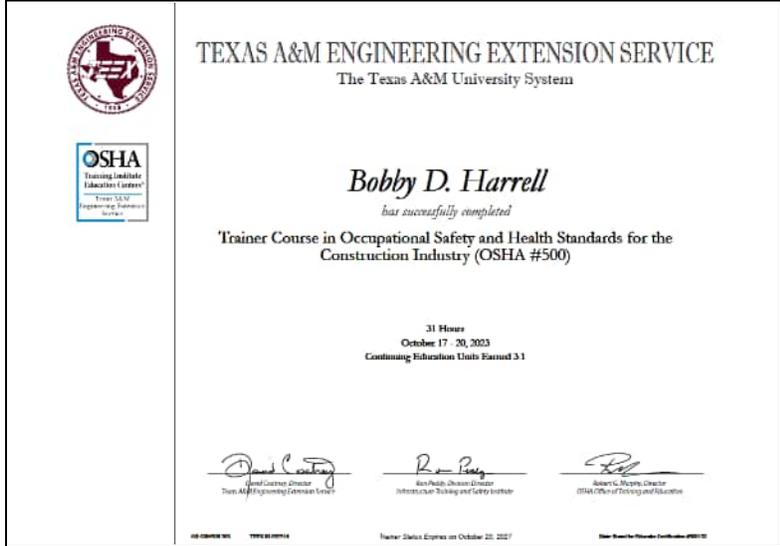
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>KEVIN SUDBURY</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:</p> <p style="text-align: center;"><b>IS-00559 Local Damage Assessment</b></p> <p style="text-align: center;">Issued this 22nd Day of April, 2019</p>   <p style="text-align: right; font-size: small;">Michael J. Skarek Deputy Superintendent Emergency Management Institute Federal Emergency Management Agency</p> <p style="font-size: x-small;">0.2 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-559 – Local Damage Assessment</b></p> <ul style="list-style-type: none"> <li>✓ Shannon Copeland</li> <li>✓ Marcus Smith</li> <li>✓ Kevin Sudbury</li> </ul>																
<p style="text-align: center;"><b>Emergency Management Institute</b></p>  <p style="text-align: center;"><b>FEMA</b></p> <p style="text-align: center;">This Certificate of Achievement is to acknowledge that</p> <p style="text-align: center;"><b>MARCUS SMITH</b></p> <p style="text-align: center;">has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the Independent Study course:</p> <p style="text-align: center;"><b>IS-907: ACTIVE SHOOTER: WHAT YOU CAN DO</b></p> <p style="text-align: center;">Issued this 24th Day of August, 2022</p>   <p style="text-align: right; font-size: small;">Jeffrey D. Stone, Ph.D. Superintendent Emergency Management Institute Federal Emergency Management Agency</p> <p style="font-size: x-small;">0.10 IACET CEU</p>	<p><b>Ceres Employees Holding: IS-907 – Active Shooter: What You Can Do</b></p> <ul style="list-style-type: none"> <li>✓ Tammy Hunt</li> <li>✓ Marcus Smith</li> <li>✓ Jay Zulinke</li> </ul>																
 <p style="text-align: center;"><b>CERTIFICATE</b></p> <p style="text-align: center;">Everett Bond</p> <p style="text-align: center;">MVN-01-23-00944</p> <p style="text-align: center;">has completed the Corps of Engineers and Naval Facility Engineering Command Training Course</p> <p style="text-align: center;"><b>CONSTRUCTION QUALITY MANAGEMENT FOR CONTRACTORS - #784</b></p> <table border="0" style="width: 100%; font-size: x-small;"> <tr> <td style="width: 25%;">New Orleans, Louisiana</td> <td style="width: 25%;">20- 21 OCT 2022</td> <td style="width: 25%;">New Orleans District - MVN</td> <td style="width: 25%;">Leslie Nuccio</td> </tr> <tr> <td>Location</td> <td>Training Date(s)</td> <td>Instructional District/ NAVFAC</td> <td>CQM-C Manager</td> </tr> <tr> <td>Jaime Wright</td> <td>(504) 862-2415</td> <td></td> <td>WRIGHT, JAIME LEROY, 1</td> </tr> <tr> <td>Facilitator/Instructor</td> <td>Email</td> <td>Telephone</td> <td>3742899337</td> </tr> </table> <p style="font-size: x-small;">THIS CERTIFICATE EXPIRES FIVE YEARS FROM DATE OF ISSUE CQM-C Recertification online course: <a href="https://www.myuln.net">https://www.myuln.net</a></p> <p style="text-align: right; font-size: x-small;">Facilitator/Instructor Signature <i>Jeffrey D. Dziedzic</i> Chief, USACE Learning Center Jeffrey D. Dziedzic</p>	New Orleans, Louisiana	20- 21 OCT 2022	New Orleans District - MVN	Leslie Nuccio	Location	Training Date(s)	Instructional District/ NAVFAC	CQM-C Manager	Jaime Wright	(504) 862-2415		WRIGHT, JAIME LEROY, 1	Facilitator/Instructor	Email	Telephone	3742899337	<p><b>Ceres Employees Holding: USACE – Construction Quality Management for Contractors</b></p> <ul style="list-style-type: none"> <li>✓ Everett Bond</li> <li>✓ Alonzo Clay</li> <li>✓ Bobby Harrell</li> <li>✓ Tammy Hunt</li> <li>✓ Tia Laurie</li> <li>✓ Michael Randall</li> <li>✓ Marcus Smith</li> <li>✓ Michael Smith</li> <li>✓ Kevin Sudbury</li> <li>✓ John Ulschmid</li> <li>✓ Brent Whitton</li> <li>✓ Jay Zulinke</li> </ul>
New Orleans, Louisiana	20- 21 OCT 2022	New Orleans District - MVN	Leslie Nuccio														
Location	Training Date(s)	Instructional District/ NAVFAC	CQM-C Manager														
Jaime Wright	(504) 862-2415		WRIGHT, JAIME LEROY, 1														
Facilitator/Instructor	Email	Telephone	3742899337														



- Ceres Employees Holding:  
OSHA 30**
- ✓ Omar Arroyo
  - ✓ Alonzo Clay
  - ✓ Chad Dorsey
  - ✓ Randy Hardy
  - ✓ Patricia Macey (Deville)
  - ✓ Ricky Morales
  - ✓ Michael Randall
  - ✓ Marcus Smith
  - ✓ Michael Smith
  - ✓ Robert Smith
  - ✓ Kevin Sudbury
  - ✓ Brent Whitten
  - ✓ Jay Zulinke



- Ceres Employees Holding:  
HAZWOPER 40**
- ✓ Omar Arroyo
  - ✓ Everett Bond
  - ✓ Chad Dorsey
  - ✓ Bobby Harrell
  - ✓ Alberto Jusino
  - ✓ Michael Randal
  - ✓ Michael Sanchez
  - ✓ Shannon Sharkey
  - ✓ Marcus Smith
  - ✓ Michael Smith
  - ✓ Brent Whitten
  - ✓ Jay Zulinke



- Ceres Employees Holding:  
OSHA 500 – Trainer Course**
- ✓ Bobby Harrell
  - ✓ Alberto Jusino

 <p><b>American Red Cross</b> Training Services</p> <p><b>Certificate of Completion</b> Omar Arroyo</p> <p>has successfully completed requirements for <b>Adult First Aid/CPR/AED</b></p> <p>Date Completed: 1/29/2025 Valid Until: 1/29/2027</p> <p>Conducted by: Heartsavers of Manatee</p> <p><small>To verify certificate, scan code or visit <a href="http://redcross.org/certificates">redcross.org/certificates</a> and enter ID. Learn and be inspired at <a href="http://LifeSaverHQ.com">LifeSaverHQ.com</a></small></p>  <p><small>01G4BHU</small></p>	<p><b>Ceres Employees Holding: First Aid/CPR</b></p> <ul style="list-style-type: none"><li>✓ Omar Arroyo</li><li>✓ Tammy Hunt</li><li>✓ Alberto Jusino</li></ul>
---	--

# TAB 2: FORMS



Proposal in Response to:

**Lake County  
RSQ# 25-918 On-Call Emergency  
Debris Removal Services**

315 W. Main St. Suite 416  
Tavares, FL 32778

August 28, 2025 - 3:00 PM ET

Contact Person

Tia Laurie, Corporate Secretary

[contact@ceresenv.com](mailto:contact@ceresenv.com)

Tel. (800) 218-4424

Fax (866) 228-5636

6371 Business Boulevard Suite 100

Sarasota, Florida 34240

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**RSQ# 25-918 On-Call Emergency Debris Removal Services**

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The undersigned hereby declares: Ceres Environmental Services, Inc. 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: YES

Vendor accepts MasterCard for payment: NO

### 3.0 CERTIFICATION REGARDING LAKE COUNTY TERMS AND CONDITIONS

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

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

### 4.0 CERTIFICATION REGARDING FELONY CONVICTION

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

**5.0 CONFLICT OF INTEREST DISCLOSURE CERTIFICATION**

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

**6.0 CERTIFICATION REGARDING BACKGROUND CHECKS**

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

**7.0 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM**

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

**8.0 ANTITRUST VIOLATOR VENDOR LISTS**

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

**9.0 FEDERAL FUNDING REQUIREMENT**

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

Recipients, contractors, and subcontractors (at any level) that enter into covered transactions are required to verify that the entity (as well as its principals and affiliates) with which they propose to contract or subcontract is not excluded or disqualified. This is done by: (a)

checking the SAM exclusions; (b) collecting a certification from that person; or (c) adding a clause or condition to the contract or subcontract.

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

9.2. REQUIRED for this project – The System for Award Management (SAM.gov) Unique Entity ID [SAM.gov | Home](#): CBUJM4NJVJR6

#### 10.0 LOCAL VENDOR PREFERENCE – N/A

#### 11.0 GENERAL VENDOR INFORMATION

Firm Name: Ceres Environmental Services, Inc.

Street Address: 6371 Business Boulevard, Suite 100

City: Sarasota State and ZIP Code: FL 34240

Mailing Address (if different): Same

Telephone: (800) 218-4424

Purchase Order Email Address: [contact@ceresenv.com](mailto:contact@ceresenv.com)

Federal Identification Number / TIN: 41-1816075

#### 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: *Tia Laurie*

Date: 8/25/2025

Print Name: Tia Laurie

Title: Corporate Secretary

Primary E-mail Address: [contact@ceresenv.com](mailto:contact@ceresenv.com)

Secondary E-mail Address: [bids@ceresenv.com](mailto:bids@ceresenv.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]*

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
CERES ENVIRONMENTAL SERVICES, INC.**

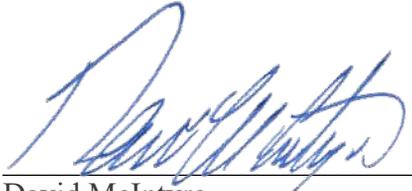
The undersigned, being the members of the Board of Directors of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), do hereby adopt the following resolution in writing effective as of the 4<sup>st</sup> day of August, 2025.

**WHEREAS**, the Corporation desires to prepare and submit bids, proposals, and contract documents, and the Corporation desires to grant the authority to the Corporate Secretary, Tia Laurie, to sign and execute such bids, proposals, and contractual documents on behalf of the Corporation,

**NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:**

**RESOLVED**, that Ceres Environmental Services, Inc. grants Tia Laurie, Corporate Secretary, the authority to execute and bind the Corporation in connection with bids, proposals and contractual documents.

**IN WITNESS WHEREOF**, the undersigned Board of Directors have set their hands effective as of the day written above.



David McIntyre  
CEO



David Preus  
President



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

## Detail by Entity Name

Florida Profit Corporation  
 CERES ENVIRONMENTAL SERVICES, INC.

### Filing Information

**Document Number** P20000086640  
**FEI/EIN Number** 41-1816075  
**Date Filed** 11/06/2020  
**Effective Date** 07/31/1995  
**State** FL  
**Status** ACTIVE  
**Last Event** CONVERSION  
**Event Date Filed** 11/06/2020  
**Event Effective Date** NONE

### Principal Address

6371 Business Blvd.  
 Suite 100  
 SARASOTA, FL 34240

Changed: 01/28/2025

### Mailing Address

6371 Business Blvd.  
 Suite 100  
 SARASOTA, FL 34240

Changed: 02/03/2024

### Registered Agent Name & Address

CORPORATION SERVICE COMPANY  
 1201 HAYS STREET  
 TALLAHASSEE, FL 32301-2525

Name Changed: 10/09/2023

Address Changed: 10/09/2023

### Officer/Director Detail

#### **Name & Address**

Title President

McIntyre, David  
6371 Business Blvd  
Suite 100  
SARASOTA, FL 34240

Title Secretary

Laurie, Tia  
6371 Business Blvd.  
Suite 100  
SARASOTA, FL 34240

Title VP

Ulschmid, John  
6371 Business Blvd  
Suite 100  
SARASOTA, FL 34240

**Annual Reports**

Report Year	Filed Date
2023	01/24/2023
2024	02/03/2024
2025	01/28/2025

**Document Images**

<a href="#">01/28/2025 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">02/03/2024 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">10/09/2023 -- Reg. Agent Change</a>	View image in PDF format
<a href="#">01/24/2023 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/28/2022 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">04/06/2021 -- AMENDED ANNUAL REPORT</a>	View image in PDF format
<a href="#">01/26/2021 -- ANNUAL REPORT</a>	View image in PDF format
<a href="#">11/06/2020 -- Domestic Profit</a>	View image in PDF format



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: Ceres Environmental Services, 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: *Tia Laurie*

Date: 8/12/2025

Print Name: Tia Laurie

Title: Corporate Secretary

Primary E-mail Address: [contact@ceresenv.com](mailto:contact@ceresenv.com)

Secondary E-mail Address: [bids@ceresenv.com](mailto:bids@ceresenv.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: Ceres Environmental Services, 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: *Tia Laurie*

Date: 8/18/2025

Print Name: Tia Laurie

Title: Corporate Secretary

Primary E-mail Address: contact@ceresenv.com

Secondary E-mail Address: bids@ceresenv.com

# *State of Florida*

## *Department of State*

I certify from the records of this office that CERES ENVIRONMENTAL SERVICES, INC. is a corporation organized under the laws of the State of Florida, filed on November 6, 2020, effective July 31, 1995.

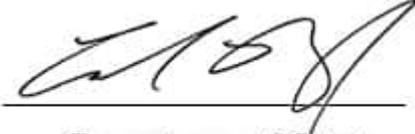
The document number of this corporation is P20000086640.

I further certify that said corporation has paid all fees due this office through December 31, 2025 and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-eighth day of January,  
2025*



  
Secretary of State

Tracking Number: 5842135010CC

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

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

# TAB 3: PRICING SHEET



Proposal in Response to:

**Lake County  
RSQ# 25-918 On-Call Emergency  
Debris Removal Services**

315 W. Main St. Suite 416  
Tavares, FL 32778

August 28, 2025 - 3:00 PM ET

Contact Person

Tia Laurie, Corporate Secretary

contact@ceresenv.com

Tel. (800) 218-4424

Fax (866) 228-5636

6371 Business Boulevard Suite 100

Sarasota, Florida 34240

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**RSQ# 25-918 On-Call Emergency Debris Removal Services**

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### 3 PRICING SHEET

#### 3.2 Supporting Documentation

Ceres Environmental Services, Inc. has provided comprehensive pricing in the uploaded Attachment 2, Pricing Sheet, which is in Excel format. This section offers insight into our pricing methodology.

Our approach to providing Lake County with accurate and reasonable pricing is a thoughtful process built on expertise and experience. We combine our personnel's knowledge and 49 years of experience with a thorough analysis of FEMA requirements and the County's specific needs. We also perform a careful review of our own costs and historical competitive rates, particularly those of nearby jurisdictions, to ensure we can both perform effectively and remain competitive.

The pricing is developed by our Project Estimator and is then reviewed and finalized by our Company President, whose collective 70 years of experience guide the final recommendation. This proven methodology has never led to a denial of FEMA reimbursement for a Ceres client.

#### Pricing Sheet Notes:

- The Hourly Rate Cell for Line Item 171 Photographic Equipment is locked, Hourly Rate should be \$250.00
- The Hourly Rate Cell for Line Item 177 Project Coordinator is locked, Hourly Rate should be \$85.00



### 3.4 List of Potential Subcontractors

Our objective at Ceres Environmental Services, Inc. is to perform all work associated with this contract in an efficient and safe manner through the effective administration and management of our equipment, personnel, subcontractors, and suppliers. In accordance with Ceres' policies and programs, the work plan for this contract will be developed and executed assisting, counseling, advising, and utilizing, to the maximum extent possible and to the extent consistent with the County's interests, Local and other Small Businesses (SB) as well as Small Disadvantaged Businesses (SDB) such as HUBZone, Veteran-owned (VO), Service Disabled Veteran-Owned (SDVO), Woman-Owned (WOSB) for the provision of equipment, labor, services and supplies.

It is important for Ceres to provide opportunities for local companies and their employees to work on any project that may result from this contract. Additionally, Ceres may directly employ individuals to work for Ceres on a project. Ceres has a very well-developed subcontracting plan, and a stellar record of implementing our plan and making payments to local subcontractors on past projects performed when Ceres is the prime contractor. Below is a list of our local, State of Florida and additional major subcontractors that may assist with debris removal and disposal in the event of a disaster affecting Lake County.

**Category Key:** SB = Small Business; SBE = Small Business Enterprise; WO = Woman-Owned; WOSB = Woman Owned Small Business; VO = Veteran-Owned; SDVO = Service-Disabled Veteran Owned; SLDBE = State Local Disadvantage Business Enterprise; 8a = Currently 8a Certified; SDB = Small Disadvantaged Business; SDBE = Small Disadvantaged Business Enterprise; HUB = HUB Certified; ESB = Emerging Small Business; MBE = Minority Business Enterprise;

#### Subcontractors In and Within 50 Miles of Tavares, FL

Company Name	City	Services Provided	Certifications
Diamond C Logistics, LLC	Leesburg	Debris Removal	SB, WBE
Faithworks Total Ground Maintenance	Mount Dora	Debris Removal - Land, Mulch Haul Out	MBE, SDVO
Missy and Mossy LLC	Leesburg	Debris Removal	SDB, WBE
PB&J Creative Concrete LLC	Howey-in-the-Hills	Debris Removal	
RCM Utilities LLC	Eustis	Debris Removal	
3L Gardens LLC	Orlando	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding.	
A Budget Tree Service Inc	Winter Springs	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out	
ABL Land Service Inc.	Orlando	Debris Removal, Tree Trimming & Removal.	
Airborne Tree Service Of Central Florida, Inc	Summerfield	Debris Removal, Tree Trimming and Removal, Stump Removal	
AJO Services LLC	Daytona Beach	Debris Removal	
Alberto William Lawn Service LLC	Sanford	Debris Removal	
Alo Transport Corp	Ocala	Debris Removal, Mulch Haul Out, Demolition, C&D Bulk & Recycling.	
Amerigrown Tree and Lawn, LLC	Apopka	Debris Removal, Tree Trimming & Removal	SB
Amos Trucking LLC dba Amos Contracting	Webster	Debris Removal	
Asphalt Repair Inc	Spring Hill	Debris Removal	SB, WOSB
Bali Consulting LLC	Longwood	Debris Removal, Tree Trimming	
Bennett Restoration Services LLC	Orlando	Debris Removal, Emergency Road Clearance, Tree & Stump Removal, Roofing, Demolition.	
Big Moose Canister, LLC	Longwood	Debris Removal, Tree Trimming \$ Removal, Stump Removal, Mulch Haul Out, Demolition.	MWBE
Burns Transport, LLC	Orlando	Debris Removal, Mulch Haul Out.	SB, SDB
Butterfield & Mitchell Construction, LLC	Saint Cloud	Debris Removal, Demolition	
C & D Heavy Equipment LLC	Kissimmee	Debris Removal, Construction	



Company Name	City	Services Provided	Certifications
C M Knapp Ventures LLC dba Cory's Tree Service	Bushnell	Emergency Road Service, Debris Removal, Tree Trimming,	
Central Florida Tree & Debris, LLC	Dade City	Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out	SB
CFD Industries LLC	Chuluota	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Demolition	VO
Chain Reaction Tree Services LLC	Apopka	Debris Removal, Tree Trimming	SB
Conrad Tree Service (DBA) Flyway Access, LLC	Ocala	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal	
County Line Services LLC	Ormond Beach	Debris Removal, Blue Roof	
CVT Bobcat Enterprises, LLC	Orlando	Debris Removal, Tree Trimming & Removal, Stump Removal, Emergency Road Clearance, Demolition	SB
D&B Site Worx LLC	Sanford	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Mulch Haul Out, Grinding, Demolition	
D&S Trucking Services	Kissimmee	Emergency Road Clearance, Debris Removal, Sand Screening, Demolition,	
D&Y Sunshine State Services Corp	Deltona	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Mulch Haul Out, Demolition	
David Outar Trucking, Inc.	Ocoee	Debris Removal	SB
Del-Mar Solutions Inc	Winter Park	Construction	
Dennis Misuraca LLC	Sanford	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Stump Removal, Marine Debris, HHW Removal, Grinding, Personnel, Personnel	
Domingo Perez Landscaping LLC	Winter Park	Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump Removal,	
Dream Construction of America, inc.	Orlando	Debris Removal, Roofing, Restoration	
Elite Infinity Group LLC	Davenport	Debris Removal, Demolition	SB, SDB, WO
Extreme Land Services, LLC	Osteen	Debris Removal	
First Choice Management Services, Inc.	Orlando	Personnel	
Florida Remodeling Contractors LLC dba FRC Logistics	Orlando	Emergency Road Service, Debris Removal, Sand Screening, Mulch Haul Out, Demolition	
Green Inno Solutions, Inc.	Dunnellon	Debris Removal, Emergency Road Clearance.	SB
Green Side Up Land Management	Apopka	Debris Removal, Construction	
Greg Bear Tree Service, LLC	Orlando	Debris Removal, Tree Trimming	
Groundwerks INC	Winter Park	Debris Removal, Tree Trimming & Removal	
Gulf Coast Tree Services	Dade City	Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Equipment Only, Personnel - Field Management	
GUTI Landscaping & Maintenance, LLC	Orlando	Debris Removal, Tree Trimming & Removal	
Hammock Tree Service	Dunnellon	Debris Removal	
Hancock Environmental Seeding, Inc.	Dade City	Disaster Recovery	
Harley & Son Land Clearing LLC	Deltona	Debris Removal, Tree Trimming, Stump Removal	

Company Name	City	Services Provided	Certifications
HH CIB LLC	Geneva FL	Debris Removal	SB
Hubbard Construction Co DBA Mid Florida Materials	Winter Park	Debris Removal, Site Management	
Hurricane Hero LLC	Auburndale	Debris Removal	
Interstate Recycling Waste Inc. (IRW)	Orlando	Roll Offs, Compactors	
J Robbins Trucking Inc	Citrus Springs	Emergency Road Clearance, Debris Removal	SB
JCB Land Management, LLC	Bushnell	Emergency Road Clearance, Debris Removal	SB
J Coombs Enterprises Inc	Aloma	Debris Removal	SB
JDMF LLC	Gotha	Debris Removal, Tree Trimming	SB, SDVO
Jed's Ground Care LLC	Hernando	Debris Removal	
Kissimmee B-Logistic Service	Orlando	Debris Removal	
Kraken Transport	Sebastian	Debris Removal - Land	
Kudra LLC	Mims	Debris Removal, Tree Trimming and Removal, Mulch Haul Out, Demolition	
Lightning Haul LLC	Orlando	Debris Removal	
Lumar Trailers LLC	Orlando	Debris Removal	SB
Marion Tree Trimming	Ocala	Tree Trimming and Removal	
Morrison Property Service LLC	Webster	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal,	
Narrow Road Earth Mover LLC	Deltona	Emergency Road Clearance, Debris Removal, HHW Removal, Mulch Haul Out	
Optimal Recovery, LLC	Dade City	Disaster Recovery, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Personnel.	
Oversize Transport LLC.	Orlando	Debris Removal	
Paul E Walsh Trucking, Inc.	Winter Garden	Debris Removal, Emergency Road Clearance, Personnel, Demolition.	
Powe and Associates Inc.	Orlando	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Personnel, Asbestos Abatement, Demolition, Others	
Premier Concrete Pumping Solutions, LLC	Gotha	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding	
Prestige Worldwide Vehicle Holdings, LLC	St. Cloud	Tree trimming and removal, Stump Removal, Mulch Haul Out,	SB, SDB
Quality Choice Transportation Services	Orlando	Hauling	
Quisqueya Landscaping Services	Orlando	Debris Removal, Tree Trimming	
Remedial Systems Integrated LLC	Zephyrhills	Debris Removal	WO
RTD Construction, Inc.	Zephyrhills	Debris Removal, Construction	DBE, MBE, SB
Samsula Demolition	New Smyrna Beach	Debris Removal, Marine Debris, Sand Screening, Mulch Haul Out, Emergency Road Clearance, Asbestos Abatement, Demolition.	
Siles And Sons Inc.	Orlando	Debris Removal, Tree Trimming & Removal, Emergency Road Clearance, Hauling	
Simpson Environmental Services, LLC	Zephyrhills	Asbestos Abatement	
Sky Light Roofing	Orlando	Blue Roof, Debris Removal,	
Sky West Solutions LLC	Bushnell	Debris Removal, Stump Removal, Demolition	

Company Name	City	Services Provided	Certifications
SNS Hauling LLC	Polk City	Tree trimming and stump removal, Grinding, Mulch haul, Demolition	WO
Superior Landscape Management LLC	Dade City	Debris Removal, Tree Trimming & Removal	SDVO
Sweeping Corp of America / USA Services of Florida, LLC	Longwood	Street Sweeping	
SWEETS: Crisis & Disaster Solutions, LLC	Orlando	Debris Removal	SB, WO
Tekniek Construction	Kissimmee	Debris Removal, Emergency Road Clearance, Tree Trimming	
Terrascape LLC	Orlando	Debris Removal, Tree Trimming	
Thompson Consulting Services, LLC	Maitland	Consulting Services.	
TNA Grapple Service LLC	Winter Garden	Debris Removal	
TNT Environmental LLC	Dade City	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Demolition.	
Top Notch Grading	Lakeland	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Mulch Haul Out, Site Management	
Total Disaster Services LLC	Lake Mary	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, HHW Removal, Mulch Haul Out, Personnel	SB, WO
Total Land and Tree Inc	Orlando	Debris Removal, Tree Trimming	
Total Restoration & Stucco	Winter Garden	Suppliers and Material Providers, Blue Roof, Construction, Other Services	SB, WOB
Total Urban Forestry, LLC	Ocala	Tree Trimming & Removal	DBE, SB, WO
Tree Monkeys, Inc	Chuluota	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding	
Tree Wise Urban Forestry	Casselberry	Debris Removal, Tree Trimming	SB, WO
Tropic Trax, LLC	Winter Park	Debris Removal, Site Work, Grinding	SB, SDB, SDV
TSK Exteriors, LLC	Saint Cloud	Blue Roof, Construction	
Work Horse Temps, LLC	Orlando	Personnel	

**Potential Florida Subcontractors**

Company Name	City	Services Provided	Certifications
305 Brothers All In One, LLC	Tallahassee	Debris Removal, Tree Trimming and Removal, Stump Removal, Mulch Haul Out, Grinding, Site Management	
814 Sand, Inc.	Panama City	Debris Removal, Emergency Road Clearance, Stump Removal, Demolition	WO
305 Brothers All In One LLC	Tallahassee	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Mulch Haul Out, Grinding, Site Management	
5B Land Clearing & Hauling	Fort Pierce	Debris Removal, Emergency Road Clearance, Mulch Haul Out	WO
7 Shepards Investments LLC	Tampa	Debris Removal, Tree Trimming	
814 Sand, Inc.	Panama City	Debris Removal, Emergency Road Clearance, Stump Removal, Demolition	WO
A & E Land Clearing Inc.	Loxahatchee	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out, Grinding, Demolition	
A Better Look Landscaping LLC	Loxahatchee	Debris Removal, Tree Trimming, Stump Removal,	
A Budget Tree Service Inc	Winter Springs	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out	
A Great Fence, LLC & AGF Sourcing	Port Saint Lucie	Debris Removal	SB
A Native Tree Service	Ruskin	Debris Removal, Tree Trimming	SB, WO
A Shaping Inc.	Okeechobee	Debris Removal	SB
A&E Land Clearing Inc.	Lox	Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding, Demolition	SBE
A&J Transport, Inc.	Miami	Emergency Road Clearance, Debris Removal - Land, Debris Removal - Marine, Tree Trimming and Removal, Stump Removal, Sand Screening, HHW Removal	
A2Z Distributing LLC	St. Petersburg	Debris Removal, Tree Trimming, Stump Removal, Personnel,	
AAA Tree Experts, INC.	Tallahassee	Debris Removal	SB
ABC Transfer, Inc.	Clewiston	Hauling	SB, SDB, WOB
ABL Land Service Inc.	Orlando	Debris Removal	
ABO Engineering Contractors	Cutler Bay	Debris Removal	
Above & Beyond Landscaping LLC	Palm City	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Mulch Haul Out, Grinding	
Ace Tree Service Of Florida, LLC	Lake Hamilton	Debris Removal, Tree Trimming	SB
Acme Grapple Service, LLC	Naples	Debris Removal	
Action Boats LLC	Key Largo	Vessel Removal	SB
Adam Boyd Bobcat Service, Inc. DBA ABS, Inc.	Riverview	Debris Removal	SB
Advanced Lawn & Landscaping	Palm Bay	Debris Removal, Emergency Road Clearing, Tree Trimming & Removal	SB
Advantage Environmental Services, Inc.	Saint Petersburg	Environmental Consulting	HUB, MBE, SB, WO



Company Name	City	Services Provided	Certifications
AEAK LLC	Loxahatchee	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Personnel, Demolition	DBE
AGG EXPRESS LLC	Cape Coral	Debris Removal, Tree Trimming and removal, Sand Screening, Mulch Haul Out	
Airborne Tree Service Of Central Florida, Inc	Summerfield	Debris Removal	
AJO Services LLC	Daytona Beach	Debris Removal	
Alabao Roofing Service	Naranja	Debris Removal, Mulch Haul Out, Blue Roof	MBE, SBE, WO
Alberto William Lawn Service LLC	Sanford	Debris Removal	SDB
Alfy's Trucking	Palm Bay	Debris Removal	SDB
All About Trees and Debris, LLC	Miami	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul out, Grinding, Personnel, Demolition	
All Design Concrete Corp	Hialeah	Debris Removal, Construction	SB, WO
All Florida Tree & Landscape, Inc.	West Palm Beach	Debris Removal, Tree Trimming and Removal, Stump Removal, Mulch Haul out, Emergency Road Clearance, Certified Arborist.	SBE
All Grounds Covered Management Inc.	Clearwater	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Site Management	
All Pro Land Clearing & Sitework, Inc.	Palm Bay	Debris Removal	
Alpha-Omega Training and Compliance Inc	Titusville	Safety and Environmental Compliance and Testing	
Amaro Landscape Associates, Inc.	Miami	Debris Removal, Tree Removal	
Amazing National Services Group, LLC	Brooksville	Disaster Recovery	SB
AMC Infrastructure, LLC	Tallahassee	Debris Removal	
American Construction Services Inc of Tampa	Tampa	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, HHW Removal, Personnel, Demolition, Emergency Utility Repair	
American Mulch & Soil, LLC	Spring Hill	Debris Removal, Mulch Haul Out, Grinding, Site Management.	
Amerigrown Tree and Lawn, LLC	Apopka	Debris Removal, Tree Trimming & Removal.	
AMI Professional Group Inc	Holmes Beach	Debris Removal	
Amos Trucking LLC dba Amos Contracting	Webster	Debris Removal	SB
Andrew Kemner DBA Tree Taxi Landscape Services	Riverview	Debris Removal, Tree Removal	
Andrew Sitework, LLC	Fort Myers	Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump Removal, Marine Debris, Personnel	
Andrews Land Management	Fort Lauderdale	Emergency Road Clearance, Debris Removal, Stump Removal, Grinding	
Answer-The Call, LLC	Port St. Lucie	Courier and Delivery	SB, SDVO, VO
Anthony Bertram Hauling, LLC	Okeechobee	Debris Removal, Hauling	
AR Ramos Enterprises, Inc	Palmetto Bay	Debris Removal	SB

Company Name	City	Services Provided	Certifications
Arborist Aboard, Inc	Odessa	Tree Removal	
Ardaman & Associates, Inc	Sarasota	Soil Testing	
Aristocrat Construction	Cape Coral	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal	
Arwood Site Services Inc	Jacksonville	Debris Removal, Emergency Road Clearance, Site Management	
Asphalt Repair Inc	Spring Hill	Debris Removal	SB
ASU Enterprises Inc	Stuart	Debris Removal, Construction	
Atlantic Coast Transport	Fort Pierce	Debris Removal, Emergency Road Clearance	WO
Atlas Grinding & Recycling Group LLC	Miami	Grinding	SB
Austin Tupler Trucking	Davie	Debris Removal	
Badger Underground Construction LLC	West Palm Beach	Debris Removal, Mulch Haul Out	SBE exp 8.22.2024
Bali Consulting LLC	Longwood	Debris Removal, Tree Trimming	
Banyan Landscaping LLC	North Fort Myers	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Stump Removal, HHW Removal, Mulch Haul Out, Grinding	
Barahona Landscaping & Tree Service Inc	Williston	Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out	
Barajas Construction Services LLC	Arcadia	Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump Removal, HHW Removal, Mulch Haul Out, Grinding	SB
Barracuda Landscaping & Curbing	Punta Gorda	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal	
Barrera Logistics Inc	Punta Gorda	Emergency Road Service, Debris Removal, Tree Trimming, Stump Removal, Personnel, Demolition	
Barrier Island Homes LLC	Sarasota	Emergency Road Clearance, Debris Removal, Demolition	
BeaCorp/Bell Engineering & Construction Corp	West Palm Beach	Debris Removal	
Beccera Construction of Central FL, Inc.	Port Charlotte	Debris Removal	VO
Beeline Building Corp	Palm Beach Gardens	Debris Removal, Personnel, Demolition	
Bennett Restoration Services LLC	Orlando	Debris Removal, Emergency Road Clearance, Tree & Stump Removal, Roofing, Demolition	SB, WOSB
Best Value Management LLC	Orange Park	Roofing equipment, Generators, Ladders, Compressors	
Big Dog Express of South Florida, Inc	Pahokee	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding, Personnel, Demolition, Labor	
Big Hauling TRK Mechanic	Mulberry	Debris Removal, Tree Trimming & Removal, Stump Removal	
Big Moose Canister, LLC	Longwood	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Demolition	
Bigfoot Inc	Margate	Debris Removal	SB

Company Name	City	Services Provided	Certifications
BKW, Inc.	Pensacola	Debris Removal, Tree Trimming & Removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding	WO
Blankenbaker Land Services Inc	Fort Pierce	Debris Removal	SB, WO
Bob Cantrell Trucking, LLC	Hobe Sound	Debris Removal	
Bolide Construction LLC	Indiantown	Debris Removal, Tree Trimming & Removal, Marine Debris, Emergency Road Clearance	
Boosted Towing Inc	Miami	Debris Removal, Tree Trimming & Removal	SB
Brian's Hauling	Graceville	Debris Removal	SB
Brooks Environmental	Panama City	Hazardous Waste	8a, VO
Bulk Waste Removal Corp	Miami	Debris Removal	DBE
Bulldog Haulers & Equipment, LLC	Sarasota	Debris Removal	
Burnt Store Recycling LLC	Fort Myers	Debris Removal, HHW Removal, Mulch Haul Out	
Butterfield & Mitchell Construction, LLC	Saint Cloud	Debris Removal	
C & D Heavy Equipment LLC	Kissimmee	Debris Removal, Construction	SB, SDB
C M Knapp Ventures LLC dba Cory's Tree Service	Bushnell	Emergency Road Service, Debris Removal, Tree Trimming	
C&B Civil Construction, Inc	High Springs	Push, Debris Removal	
C. Miller Construction, Inc.	Tarpon Springs	Debris Removal, Construction,	SB
CA Boone Construction Inc	Lake City	Debris Removal, Emergency Road Clearance, Marine Debris, Sand Screening, Mulch Haul Out, Grinding, Personnel, Demolition	SB
Cambridge Project Development Inc.	LaBelle	Debris Removal	SB
Caribbean Marine System Corp	Miami	Marine Debris	SB
Carrier Rental Systems	Lakeland	Rental Systems-Chillers, Cooling Towers, Air Handlers, Air Conditioners	
Catfish Development Solutions	Fort Pierce	Disaster Recovery	MBE, VO, WOSB
CDM Trucking Inc	Grant-Valkaria	Debris Removal	SB
Central Florida Tree & Debris, LLC	Dade City	Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out	
CFD Industries LLC	Chuluota	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Demolition	
Chain Reaction Tree Services LLC	Apopka	Debris Removal, Tree Trimming	SB
Chipola Development LLC	Marianna	Debris Removal, Tree Trimming & Removal, Stump Removal, Emergency Road Clearance, Mulch Haul Out, Demolition	SB
CJT Landworks	Loxahatchee	Debris Removal	
Cleaned Up Services Inc	Ft Peirce	Debris Removal, Tree Trimming & Removal, Emergency Road Clearance, Stump Removal	
CMS Crawford Maintenance Services LLC.	Largo	Debris Removal, Construction	SB, SDB, WO
CNC Management Group Inc	Miami	Emergency Road Clearing, Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out, Demolition	
Coastal Tree Service LLC	Saint Augustine	Debris Removal, Tree Trimming	SB

Company Name	City	Services Provided	Certifications
Coastline Construction Services	Hudson	Emergency Road Clearance, Debris Removal, Marine Debris, Demolition	
Coastline Recycling LLC	Cape Coral	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Personnel, Asbestos Abatement, Demolition	
Coastline Solutions, Inc.	St. Petersburg	Emergency Road Clearance, Debris Removal - Land, Debris Removal - Marine, Tree Trimming and Removal, Stump Removal, Sand Screening Mulch Haul Out, Incineration, Equipment Only, Personnel - Field Management, Personnel - Field Quality Control, Personnel - Field Admin, Snow Removal	SBE
Colin Irons Diving & Poll Service, Inc	Crawfordville	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Demolition	
Community Tree & Landscape Service Inc	Port Salerno	Debris Removal, Tree Trimming	
Conrad Tree Service (DBA) Flyway Access, LLC	Ocala	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal	VO
Construction A & M LLC	Cape Coral	Debris Removal	
Construxive LLC	Westville	Debris Removal	SB
Continental Heavy Civil	Miami	Debris Removal, Construction	
Contractors Enterprises	Tallahassee	Debris Removal	DBE, SB
Convenience Freaks, LLC	Lehigh Acres	Debris Removal	
Cornerstone Nine LLC	Miami	Debris Removal	SB
Country Green Riverside II Inc	Sebastian	Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding	
County Line Services LLC	Ormond Beach	Debris Removal, Blue Roof	SB
Creek Waste and Recycling LLC	Cantonment	Debris Removal	
Critical Tree Service, Inc	Lehigh Acres	Debris Removal, Tree Service	
Cross Environmental Services, Inc	Crystal Springs	Debris Removal - Land, Decontamination - Asbestos/Lead	
Crossroads Site Development, LLC	Ormond Beach	Debris Removal	SB, WO
Crush-It, LLC	Osprey	Debris Removal	SB
CS Home Builders	Cape Coral	Debris Removal	
Cutt It Up, LLC	Campbellton	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Mulch Haul Out, Grinding, Site Management	SB
D&B Site Worx LLC	Sanford	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Mulch Haul Out, Grinding, Demolition	
D&C Site Prep	Cape Coral	Debris Removal, Tree Trimming & Removal, Stump Removal, Marine Debris, Site Management	

Company Name	City	Services Provided	Certifications
D&Y Sunshine State Services Corp	Deltona	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Mulch Haul Out, Demolition	
DAK Resources, Inc.	Jacksonville	Staffing, Recruiting, Security	SB, SDVO, VO
Danny Yates Landscaping Inc	Cape Coral	Debris Removal, Mulch Haul Out	
David Outar Trucking, Inc.	Winter Garden	Debris Removal	
Davis Development And Construction	Tampa	Debris Removal, Blue Roof, Construction	
DC Earthworks, LLC	Lake Placid	Debris Removal, Tree Trimming, Stump Grinding, Demolition	
DC Engineering & Construction Group, Inc.	Miami	Debris Removal, Construction, Other Services	
DC Enterprise, FL, LLC	Tallahassee	Debris Removal, Emergency Road Clearance, Tree Trimming and removal, Mulch Haul Out, Demolition	
D'Celis Construction Inc	Miami	Debris Removal	
Deangelo Contracting Services/Aquagenix	Fort Myers	Debris Removal	
DEFCON Restoration Services, LLC	Miami	Blue Roof	SBE, SDVOSB
Del-Mar Solutions Inc	Winter Park	Construction	
Dennis Misuraca LLC	Sanford	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Stump Removal, Marine Debris, HHW Removal, Grinding, Personnel, Personnel	SB
Diamond C Logistics, LLC	Leesburg	Debris Removal	SB, WBE
Dirty Boyz Waste Solutions	Miami	Debris Removal, Emergency Road Clearance	
Dirty Deeds Land Services	Port St Lucie	Emergency Road Clearance, Debris Removal - Land, HHW Removal, Mulch Haul Out	SB
Dirty Work LLC	Jasper	Debris Removal	
Disaster Management Group Base Camp Services	Stuart	Base Camp Services	
Disaster Response Team International	Homestead	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Sand Screening, Equipment Only, Roofing - Temporary (Blue Roof)	VO
DMTM Enterprises, Inc.	Jacksonville	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal	
Domingo Perez Landscaping LLC	Winter Park	Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump Removal	
Doug Brinkley Heavy Mowing and Mulching dba Brinkley Outdoor Services	Monticello	Debris Removal, Emergency Road Clearance, Tree Trimming, Stump Removal, Marine Debris, Mulch Haul Out, Grinding, Personnel, Demolition	
Dream Construction of America, inc.	Longwood	Debris Removal, Roofing, Restoration	
Dump 4 U Hauling, LLC	Jacksonville	Debris Removal, Demolition.	
Dump My Debris LLC	Crawfordville	Debris Removal	
Dump That LLC	Tampa	Debris Removal	
Dumpster Dudes LLC	Sarasota	Debris Removal, Marine Debris	
Duval's Finest Lawn Service	Jacksonville	Debris Removal	

Company Name	City	Services Provided	Certifications
DW Hauling LLC	Tallahassee	Emergency Road Clearance, Debris Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Personnel, Asbestos Abatement, Demolition	
Dynamic Scapes LLC	Miami	Debris Removal, Tree Trimming & Removal, Emergency Road Clearance.	
Eagle Brick Construction, Inc	Miami Gardens	Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump removal, marine debris, sand screening, HHW Removal, Mulch Haul Out, Grinding	
Eagle Engineering And Land Development, Inc.	Naples	Debris Removal, Construction	8a, SB
Eagle Environmental Consulting Services of FL Inc.	Milton	Construction	SB, SDB
Eagle Waste LLC	Tampa	Debris Removal	
EarthBalance	North Port	Beach Restoration, Vegetation Control	
EarthScape Inc	Lake Worth	Debris Removal	
Eastern Waste Systems, Inc.	Pompano Beach	Debris Removal	
ECO Services DBR	Pompano Beach	Debris Removal	WO
Ecological Construction Services Inc	Punta Gorda	Debris Removal, Marine Debris, Demolition	
Eddie Youman Services LLC	Jacksonville	Debris Removal, Tree Trimming, Stump Removal, Personnel, Demolition	
EDJ Service LLC	Plantation	Debris Removal	
EE&G Disaster Response, LLC.	North Miami	HHW Removal, Personnel - Field Management, Personnel - Field Quality Control, Personnel - Field Admin, Roofing - Temporary (Blue Roof), Decontamination - Biohazard, Decontamination - Asbestos/Lead	SB
Elegant Landscape and Design, Inc.	Palm Beach Gardens	Debris Removal	
Elite Construction & Investment Group, LLC	Cape Coral	Debris Removal	
Elite Infinity Group LLC	Davenport	Debris Removal, Demolition	
Elite Investments Group Corp	Miami	Other services	
Elite Underground Construction LLC	LaBelle	Debris Removal	
Emerald Coast Builders, Inc.	Crestview	Debris Removal	SB
Eminent Solutions Integration	Miami	Debris Removal, Tree Trimming & Removal, Marine Debris	SBA
Empire Property Services LLC	Davie	Debris Removal	SB, WO
Environmental & Agriculture Solutions LLC	Indiantown	Emergency Road Service, Debris Removal, Stump Removal, Mulch Haul Out, Demolition	
Enviro-Tech Systems, Inc.	Okeechobee	Debris Removal, Blue Roof, Construction	SB
EnviroTrac LTD	Tampa	Soil/Groundwater Testing	
Enviowaste Services Group, Inc	Miami	Vacuum	
Extreme Land Services, LLC	Osteen	Debris Removal	
Faith Construction NWFL LLC	Pensacola	Debris Removal, Emergency Road Clearance	SB
Faithworks Total Ground Maintenance	Mount Dora	Debris Removal - Land, Mulch Haul Out	MBE, SDVO
Family Home Guide Inc	Lithia	Emergency Road Clearance, Tree Trimming, Site Management	
Faulkner Stump Grinding & Tree Trimming LLC	Fort Meade	Debris Removal, Tree Trimming and removal, Stump Removal, Grinding	

Company Name	City	Services Provided	Certifications
FENCE SERVICE, INC.	Daytona Beach	Debris Removal	
FG Construction, LLC	Tamarac	Debris Removal	
First Choice Management Services, Inc.	Orlando	Operations Support	SB, SDB, WOB
First Rank Property Management LLC	Oldsmar	Debris Removal	
Fitsaw Construction LLC	Sunrise	Debris Removal, Construction	
Florida Boys Site Development	Labelle	Debris Removal, Tree Trimming	WO
Florida Construction & Cleaning Inc	Fort Walton Beach	Debris Removal	
Florida Contractors LLC ICS Materials Inc.	Alva	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Marine Debris, Sand Screening, Mulch Haul Out, Grinding, Personnel.	SB
Florida Paving & Trucking Services LLC	Homestead	Debris Removal, Construction	WO
Florida Remodeling Contractors LLC dba FRC Logistics	Orlando	Emergency Road Service, Debris Removal, Sand Screening, Mulch Haul Out, Demolition	
Florida Sod of Highlands County Inc	Sebring	Debris Removal, Tree Trimming & Removal, Stump Removal, Marine Debris, Mulch Haul Out	
Florida Steel Masters	Clewiston	Debris Removal, Blue Roof	SB
Florida Trend Homes, Inc	Fort Lauderdale	Debris Removal, Mulch Hauling, Demolition	
Flotech Environmental, LLC	Miami	Vac Trucks, Flood Control, Sinkhole Stabilization	
Forristall Enterprises, Inc.	Bradenton	Debris Removal, Emergency Road Clearance, Marine Debris	
Forte Tree Trimming & Landscaping Inc.	Cape Coral	Tree Trimming, Stump Removal, Grinding	SB
Four R Equipment	Hollywood	Debris Removal	SB, WO
Franklin Ray Group, LLC.	Miramar	Debris Removal	SB
FUV Transport LLC	Wimauma	Debris Removal, Mulch Haul Out, Demolition	
G.A. Nichols Company	Clearwater	Debris Removal, Mulch Haul Out	
G.D.I. Nursery and Landscaping Corp	Lehigh Acres	Debris Removal	
G3 Construction Group	Marianna	Disaster Recovery	
Galafre Construction and Land Design Inc.	Hialeah Gardens	Debris Removal	
Garden Genius	Miami	Emergency Road Clearance, Sand Screening, Debris Removal, Tree Trimming and removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Personnel Asbestos Abatement, Demolition	SB, SDB
Gaston Tree Debris Recycling	Gainesville	Debris Removal	
Gaston Tree Service	Gainesville	Debris Removal, Tree Trimming & Removal	
Gator Green Lawn Care LLC	Gainesville	Debris Removal	
General Property Solutions	Cape Coral	Debris Removal	SB
Gibbons Fence Company	Bartow	Debris Removal	SB
GIO Land Solutions Inc	Felda	Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out	
GLE Associates	Gainesville	Environmental Consulting	

Company Name	City	Services Provided	Certifications
Global Construction And Home Repair LLC	Valrico	Debris Removal	SB
Gomez Brothers Contract Services	Vero Beach	Debris Removal	SB
Gonzalez Transport LLC	Cape Coral	Debris Removal	
Googe Transport Inc - Equipment	Loxahatchee	Debris Removal, Hauling	WOB
Got Dumped Inc.	Sanibel	Debris Removal	
GQS Enterprise, LLC	Pensacola	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Personnel - Field Management, Personnel - Field Quality Control, Personnel - Field Admin	VO
Gradall Bobcat & Landscaping	West Park	Debris Removal, Tree Trimming & Removal, Stump Grinding, Emergency Road Clearance	MB
Great Southern Equipment Company	Fort Myers	Earthmoving and Material Handling Equipment	
Great State Waste Services Company	Palm Beach Gardens	Debris Removal	
Green Earth Environmental Inc.	Opa Locka	Debris Removal	
Green Earth Landscaping, LLC	Jacksonville	Debris Removal, Tree Trimming & Removal, Emergency Road Clearance.	
Green Inno Solutions, Inc.	Dunnellon	Debris Removal, Emergency Road Clearance.	
Green Side Up Land Management	Apopka	Debris Removal, Construction	SB
Greg Bear Tree Service, LLC	Orlando	Debris Removal, Tree Trimming	SB
Griffin Global Systems	Jupiter	Debris Removal, Construction, Blue Roof	HUB, SB, WO
Groundwerks INC	Winter Park	Debris Removal	
Grow, Inc.	Naples	Debris Removal	SB
GSD Construction	Cape Coral	Debris Removal, Tree Trimming and removal, Stump removal, Marine Debris, Demolition, Canal Cleaning	
Gulf Coast Civil Services LLC	Destin	Debris Removal	
Gulf Coast Planning, Inc.	Brooksville	Debris Removal, Blue Roof	VO, WO
Gulf Coast Tree Services	Dade City	Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Equipment Only, Personnel - Field Management	
GUTI Landscaping & Maintenance, LLC	Orlando	Debris Removal	
H&J Contracting Inc	Wellington	Debris Removal, Push	
Hammock Tree Service	Dunnellon	Debris Removal	
Hancock Environmental Seeding, Inc.	Dade City	Disaster Recovery	WBE
Hard Core Construction Consultants Inc	Miami	Debris Removal	SB
Harley & Son Land Clearing LLC	Deltona	Debris Removal, Tree Trimming, Stump Removal	
Haynes Harbour Group, Inc	Aventura	Debris Removal, Emergency Road Clearance, HHW Removal, Mulch Haul Out	
HB Tuten Jr Logging Inc	Perry	Debris Removal, Tree Trimming & Removal, Stump Removal, Emergency Road Clearance, Marine Debris, Personnel, Demolition	
HD Marine LLC	St. Petersburg	Debris Removal, Blue Roof	SB
HDD of Florida LLC	Winter Park	Debris Removal	
Hepaco	Tampa	Vac Trucks	

Company Name	City	Services Provided	Certifications
Hernandez Construction and Remodeling Services LLC	Lehigh Acres	Debris Removal, Marine Debris, Sand Screening, Demolition	
HH CIB LLC	Geneva FL	Debris Removal	
Highstyle Engineering And Construction Services LLC	Greenacres	Debris Removal, Blue Roof, Construction	SB, SDB
Hill Construction LLC	Alford	Debris Removal	
Hollywood Restoration, Inc.	Hollywood	Debris Removal, Construction	SB
Honc Industries	St. James City	Debris Removal	
Horsepower Service LLC	Miami	Debris Removal	SB, WO
Hotworx	Crawfordville	Emergency Road Service, Debris Removal	
Howell Concrete & Land Service Inc	Englewood	Debris Removal, Construction	SB
Hubbard Construction Co DBA Mid Florida Materials	Winter Park	Debris Removal, Site Management	
Hull's Environmental Services	St. Petersburg	Emergency Response, Roll-Off Trucks, Site Remediation, Vacuum Services, Waste Management, Decontamination Services	SBA, WOSB
Hurricane Hero LLC	Lake Alfred	Debris Removal	SB
I&Y 2 Services Corp	Okeechobee	Hauling Mulch	
IBZ Landscaping and Nursery LLC	Miami	Emergency Road Clearance, Debris Removal, Tree Trimming, Mulch Haul Out	
Iconic Logistics Services LLC	Clearwater	Debris Removal	
Ideal Estate Service Group	Oldsmar	Debris Removal	SB
In Touch Logistics	Miami Gardens	Disaster Recovery	SDB
Indian River Tree Solutions	Vero Beach	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal	
Innovative Environmental Services	Boca Raton	Debris Removal, Tree Trimming & Removal, Stump Removal, Marine.	
Instant Clean Property Management	Tampa	Debris Removal	SB, SDB, WO
Integrete Construction	Fort Pierce	Debris Removal	SB
Integrity Group Constructions	Sarasota	Debris Removal	
Integrity Landscape	Jupiter	Debris Removal, Tree Trimming	SB
Integrity Tree LLC	Vero Beach	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Personnel, Demolition	
International Subsea Consultants	Seminole	Debris Removal, Construction	SB
Interrail Signal Incorporated	Jacksonville	Debris Removal	SB, WO
Interstate Recycling Waste Inc. (IRW)	Orlando	Roll Offs, Compactors	
IPG Network	Miami	Debris Removal, Tree Trimming and Removal, Stump removal, HHW Removal, Site Management,	SB
Isla Maritime Inc	Trinity	Marine Salvage and Diving	WMB, SBE, SDB
Island Recovery Services	Lauderdale Lakes	Debris Removal	SDB
J & Y Groups Enterprises LLC	Miami	Debris Removal	WOSB
J A Daniel Management, Inc DBA TrashHelp	West Palm Beach	Debris Removal, tree Trimming & Removal, Emergency Road Clearance, Demolition	
J Hughs Underground Utility	Palatka	Debris Removal, Mulch Haul Out	
J Robbins Trucking Inc	Citrus Springs	Emergency Road Clearance, Debris Removal	
J S Landscaping & More	Fort Pierce	Debris Removal	

Company Name	City	Services Provided	Certifications
J.P. & Son Farming and Services, LLC	Labelle	Debris Removal	
J-7 Enterprise Group	Sarasota	Emergency Road Clearance, Debris Removal, Stump Removal, Marine Debris, Demolition	
Jackson Phillips Services LLC	Fort Pierce	Debris Removal	SB
Jam Logistics, LLC	Loxahatchee	Debris Removal, Construction	SB
James M Strickland PA	Jacksonville	Debris Removal	
Jamoa Enterprise LLC	Tamarac	Debris Removal	
Jansay Trucking LLC	Plant City	Debris Removal	SBE
Jarvis Home Maintenance Service LLC	Fountain	Debris Removal, Stump Removal, Grinding	
Jax Tree Removal LLC	Jacksonville	Debris Removal, Tree Trimming & Removal	
JCB Land Management, LLC	Bushnell	Emergency Road Clearance, Debris Removal	
J Coombs Enterprises Inc	Aloma	Debris Removal	SB
JD Larios Trucking Corp	Canal Point	Debris Removal, Tree Trimming & Removal,	
JD Restoration Corp - DBA Spaulding Decon	Tampa	Restoration, Debris Removal.	WO
JDF Home Improvements, LLC	Seminole	Debris Removal, Construction	SB
JDMF LLC	Gotha	Debris Removal, Tree Trimming	SB
Jdogs Tractor Services LLC	Middleburg	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Sand Screening, Asbestos Abatement, Demolition	
Jeds Ground Care LLC	Hernando	Debris Removal	
Jet Hauling Inc	Wellington	Debris Removal,	
JT Dump Truck Services LLC	Cape Coral	Debris Removal	
JTG Junk To Go	Palm Bay	Debris Removal	WO
Junk Hauling Express	Fort Myers	Debris Removal	SB, VO
K and J Lawn Care, LLC	Jacksonville	Debris Removal, Tree Removal	SBE
K&H Timber	Lake City	Debris Removal	
KB & JO Trucking Corp	Miami	Debris Removal	
KDL Designs	Lakewood Ranch	Debris Removal, Stump Removal	
Khaos Recovery Corp	Trenton	Debris Removal	SB
Kissimmee B-Logistic Service	Orlando	Debris Removal	SB, SDV
Knotts Excavating LLC	North Port	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out, Grinding, Demolition	
Kraken Transport	Sebastian	Debris Removal - Land	
Krebs Land Development	Palatka	Debris Removal	SB
Kudra LLC	Mims	Debris Removal, Tree Trimming and Removal, Mulch Haul Out, Demolition	
L.A.G Hauling/Luis Gonzalez Lawn Service	Bradenton	Debris Removal, Hauling	
L.I.M.I.T. Consulting	Tallahassee	Debris Removal, Emergency Road Clearance, Tree Trimming, Stump Removal	
Larios Trucking Inc	Canal Point	Debris Removal	SMBE
Larkins Landscape Irrigation	Clarcona	Debris Removal, Tree Trimming	SB
LAS Pro Flooring LLC	Palmetto	Debris Removal	
LBCS Land Management	Chattahoochee	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Marine Debris, Mulch Haul Out, Demolition	

Company Name	City	Services Provided	Certifications
LCM Floor Removal	Tampa	Debris Removal, Tree Trimming and Removal, Stump Removal, Marine Debris, Mulch Haul Out	SB
LE Land Clearing LLC	Palatka	Debris Removal, Tree Trimming	SB, SDVO
Leo's Road Service Development LLC	Bradenton	Emergency Road Clearance, Debris Removal, Sand Screening, Mulch Haul Out, Demolition	
Lightning Haul LLC	Orlando	Debris Removal	
LMB Land Clearing, LLC	Fort Pierce	Debris Removal	
Local Realty LLC	Sarasota	Debris Removal, Mulch Haul Out	
Lumar Trailers LLC	Orlando	Debris Removal	
Lux Foundation Solutions of Florida, LLC	Jacksonville	Debris Removal	
M&J Grapple Truck Service	Cape Coral	Debris Removal, Tree Trimming & Removal, Stump Removal	
Major Property Services	Sarasota	Debris Removal, Tree Trimming & Removal	SB, WOB
Major Site Development	Sarasota	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Mulch Haul Out	SB
Marion Tree Trimming	Ocala	Debris Removal	
Martin's Hauling and Recovery	Cape Coral	Debris Removal	
Masterson Enterprise LLC	Loxahatchee	Debris Removal, Demolition	
Maytin Engineering, Corp	Hialeah Gardens	Debris Removal	
McCall Aircraft Consulting, LLC	Pembroke Pines	Debris Removal	SB
McCulley Marine Services, Inc.	Fort Pierce	Debris Removal, Other Services	SB
Mega Heavy Hauling LLC	Tampa	Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump removal, Marine Debris	
Meyers Turf LLC	West Palm Beach	Debris Removal	SB
Midas Touch Cleaning & Logistics LLC	Winter Haven	Debris Removal	
Mike Navin LLC	Davie	Debris Removal	
Millennium Lawn & Landscape Inc	Odessa	Debris Removal, Emergency Road Clearance	WOB
Mission Aggregate Transport LLC	Lake Wales	Debris Removal	
Missy and Mossy LLC	Leesburg	Debris Removal	SDB, WBE
Modern Scapes of South FL, LLC	Crystal River	Debris Removal	
Monk Packer and Turner LLC	Cape Coral	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump removal, Demolition	
Morrison Property Service LLC	Webster	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal	
Mr. Restore Services	Vero Beach	Debris Removal	SB
MRM Construction of Florida	Longboat Key	Debris Removal, Mulch and Haul Out, Personnel	
MSF Tree & Landscaping, LLC	Fort Myers	Debris Removal	
MTS Land Services LLC	Perry	Debris Removal	
MY Contractors, Inc.	Jacksonville	Debris Removal, Tree Trimming & Removal, Stump Removal, Emergency Road Clearance	HUB, SDB, WO
My Piece of Florida	Englewood	Debris Removal	
Myers Tractor Service, Inc.	Yulee	Debris Removal	
Narrow Road Earth Mover LLC	Deltona	Emergency Road Clearance, Debris Removal, HHW Removal, Mulch Haul Out	
National Fire Contracting	Bronson	Debris Removal	

Company Name	City	Services Provided	Certifications
Native Outdoor Maintenance	Sarasota	Tree Removal	SB
Natives of Corkscrew Nursery + Environmental	Fort Myers	Debris Removal	
NEC Keystone, Inc.	Tampa	Construction	WO
Newson Construction & Consulting LLC	Cape Coral	Emergency Road Clearance, Debris Removal, Demolition	SDB, VO
NH Realty Group LLC	Auburndale	Debris Removal, Personnel	
Nickle and Dime Solutions LLC	Miami	Emergency Road Clearance, Debris Removal	
Nidiquar Services LLC	Miami	Debris Removal	SB
NNS Construction Corp	Fort Myers	Debris Removal	
North Florida Emulsions	Palatka	Debris Removal	
Nova Land Creations, LLC	Hudson	Debris Removal	
Nova Link Construction	Palmetto Bay	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out	
NWF Dirtworks & Landscaping LLC	DeFuniak Springs	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Personnel	
O.D Jones Const	Bartow	Debris Removal, Blue Roof, Construction	SB
Ocean Reef Builders, LLC	Riviera Beach	Debris Removal	
Offis Spayce Inc	Tampa	Debris Removal, Emergency Road Clearance, Demolition	SB
OHC Environmental Engineering, Inc.	Tampa	Personnel - Field Management, Personnel - Field Quality Control, Personnel - Field Admin, Decontamination - Asbestos/Lead	MBE
Olive Branch Ent of FL Inc.	Bradenton	Tree Removal	WO
Olympus Builders, LLC	Panama City	Debris Removal, Tree Trimming and removal, Site Management	
Onyx Site Services LLC	Palatka	Debris Removal	
Optimal Recovery, LLC	Dade City	Disaster Recovery, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Personnel	
Optimum Services, Inc.	Indiantown	Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Sand Screening, Mulch Haul Out, Decontamination - Biohazard	SB, VO
Orchid Island Property Management 2 Inc.	Wabasso	Emergency Road Clearance, Debris Removal, Tree Trimming, HHW Removal, Mulch Haul Out, Personnel, Demolition	
O'Shea Contracting	Cocoa	Debris Removal	SB
OTG Contractors	Panama City	Debris Removal	
Outlaw Outdoor Services LLC	Crestview	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Personnel, Demolition	
Outstanding Outdoors, LLC	St Cloud	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Marine Debris, Mulch Haul Out, Demolition	
Oversize Transport LLC.	Orlando	Debris Removal	
P&R Procoatings, Inc.	Clearwater	Debris Removal - Land	
P.A.L.M. ENTREPRISE, INC	Fort Pierce	Debris Removal	
PackPlus Inc	Miami	Staffing/Labor	DBE, SBE
Palm Beach Grading	Wellington	Debris Removal	



Company Name	City	Services Provided	Certifications
Palm Beach Tree & Landscape	West Palm Beach	Tree Removal	
Panhandle Non-Emergency Transportation Inc dba Panhandle Resources	Blountstown	Debris Removal	
Parthenon Restoration & Remodeling Inc.	New Port Richey	Debris Removal, Construction	SB
Patriot Response Group LLC	Vero Beach	Emergency Road Clearance, Debris Removal - Land, Debris Removal - Marine, HHW Removal, Roofing - Temporary (Blue Roof), Decontamination - Biohazard, Decontamination - Asbestos/Lead	
Paynes Environmental dba Paynes Tree	Tampa	Debris Removal, Tree Trimming	MBE, WOSB
PB&J Creative Concrete LLC	Howey-in-the-Hills	Debris Removal	
Peach Contracting Services, Inc.	Melbourne	Tree Removal	SB
Peacock Landscaping LLC	Homestead	Debris Removal	
PeopleReady	Hialeah	Temp Agency, Groundmen, Flaggers, Laborers	
Pequeno Harvesting, LLC	LaBelle	Debris Removal	SB
Perfect Property Resources LLC	West Park	Debris Removal, Blue Roof, Other Services	
Peyson Transport LLC	Jupiter	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Grinding, Mulch Haul Out, Grinding, Site Management	SB, VO, WO
Phoenix Pro Management (Mbi Project Management, LLC)	West Palm Beach	Construction, Blue Roof, Roofing	SB
PJ's Land Clearing & Excavating, Inc.	Green Acres	Disaster Recovery	SB
Premier Concrete Pumping Solutions, LLC	Gotha	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding	
Prestige Building Contractors LLC	Naples	Debris Removal, Tree Trimming, Mulch Haul Out	
Primo Enterprises Of Tampa, Inc.	Lithia	Debris Removal	
Pro Arbor LLC	Vero Beach	Debris Removal. Emergency Road Clearance, Tree Trimming	
Pro Tree Specialists, Inc	Tampa	Debris Removal, Tree Trimming	SB
Quality Choice Transportation Services	Orlando	Hauling	
Quimeza Inc	Loxahatchee Groves	Debris Removal, Site Management	
Quisqueya Landscaping Services	Orlando	Debris Removal, Tree Trimming	SB, SDB
R.O.B. Properties Debris Removal LLC	Jacksonville	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, HHW Removal, Mulch Haul Out, Demolition	
Raidan Development, LLC	Miami	Debris Removal	SB
RAS Construction	Miami	Debris Removal	
Raucci Unleashed Inc	North Port	Land Clearing, Debris Removal	
Rausa Builders	Miami	Debris Removal, Blue Roof, Construction	SB
Ravenwood Homes	Cape Coral	Debris Removal	
Razorback LLC	Tarpon Springs	Debris Removal	
RCM Utilities LLC	Eustis	Debris Removal	
RDB Lawn Service and Landscape	Okeechobee	Debris Removal	SB

Company Name	City	Services Provided	Certifications
Realtree, Inc.	West Melbourne	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Sand Screening, Mulch Haul Out, Grinding	
Red Lion Construction	Port St Lucie	Debris Removal	
Reggie's Affordable Heating & Cooling LLC dba Evolve Mechanical Services	Tampa	Debris Removal, Stump Removals, Mulch Haul Out, Demolition	
Reliability Plus LLC	Palatka	Debris Removal	
Reliable Transit Solutions LLC	Hawthorne	Debris Removal	
Relyc Contractor Corp	Hialeah	Disaster Recovery	
Remedial Systems Integrated LLC	Zephyrhills	Debris Removal	
Renew Construction Services LLC	Gibsonton	Debris Removal, Tree Trimming & Removal, Stump Removal, Grinding, Demolition	SB, SDB, WOB, DBE, MBE
Repoza Enterprises	Naples	Emergency Road Clearance, Debris Removal, Mulch Haul Out	
Residual Solutions	St. Petersburg	Mulch Haul Out	
Resource Group US LLC	Myakka City	Debris Removal, Mulch Haul Out	
Rhino International LLC.	Jacksonville	Debris Removal, Construction	SB, VO
Richco Residential Corp	Sarasota	Disaster Recovery Services	
RIM Express Inc.	Sarasota	Construction	
Rino Services LLC	Port Charlotte	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Mulch Haul Out	SBA
Roadway Trucking Inc.	Miami	Debris Removal	SB
Robby Worrell Construction LLC	Lake Butler	Debris Removal	
Rocky Mountain Fiber LLC	Perry	Emergency Road Clearance, Debris Removal, Tree Trimming, Stump Removal, Grinding, Demolition	
Rogers Brothers Land Clearing	Bristol	Debris Removal, Emergency Road Clearance, Tree Trimming, Stump Grinding, Demolition, Mulch Haul Out	
roman's removal and cleaning	Hialeah	Debris Removal	
Ron Gifford Construction Inc	Mulberry	Debris Removal, Tree Trimming & Removal, Demolition	
Rostan Solutions LLC	Valrico	Debris Removal	
Royal Cleaners LLC	Ruskin	Debris Removal, Tree Trimming, HHW Removal, Mulch Haul Out	
Royal Dumpster LLC	Miami	Debris Removal	SB
Royal Tree Service, Inc.	Homestead	Debris Removal, Tree Trimming	
RPM Landworks Inc	West Palm Beach	Debris Removal, Tree Trimming & Removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, Demolition	SB
RTD Construction, Inc.	Zephyrhills	Debris Removal, Construction	
Ryan Neff	Fort Myers	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Marine Debris, Sand Screening, HHW Removal, Personnel	
S&S Landscaping & Lawn Service, Inc.	Immokalee	Debris Removal	
SA & SONS TRUCKING, LLC	Fort Lauderdale	Debris Removal, Tree Trimming & Removal, Mulch Haul Out	
Sabrina's Trucking LLC	Tampa	Hauling	SB

Company Name	City	Services Provided	Certifications
Sade Transport, LLC	Greenwood	Hauling	WO
Salgado Tree Trimming LLC	West Palm Beach	Debris Removal, Tree Trimming & Removal, Stump Removal	
Sampson Tree Service	Port St Lucie	Debris Removal, Tree Trimming	
Sam's Stump Grinding, LLC	Lake City	Debris Removal	
Sanitary Environmental Services Corp SERC	Vero Beach	Debris Removal, Mulch Haul Out	
Scott McClain LLC	Brandon	Debris Removal	SB
SDAC Industrial Inc	Homestead	Debris Removal, Tree Trimming	8a, HUB, SB, SDB, VO
Seaside Grounds Maintenance Inc	Cantonment	Debris Removal	SB, WO
Second Nature, LLC	Milton	Forestry Support Services -	8a, WOSB
Senco Construction Corp	West Palm Beach	Debris Removal	
Seoane FJ Inc.	Miami	Debris Removal, Tree Trimming & Removal, Marine Debris	
Set Apart Excavation LLC	Archer	Debris Removal	
Shear Quality Demolition & Site Work, LLC	West Melbourne	Debris Removal, Demolition, Construction	SB
Siboney Contracting Co.	West Palm Beach	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal, Mulch Haul Out, Grinding, Incineration	MBE
Siles And Sons Inc.	Orlando	Debris Removal, Tree Trimming & Removal, Emergency Road Clearance, Hauling	DBE, MBE, SB
Silva Brothers Construction LLC	Fort Myers	Debris Removal	
Silverback Arms LLC	Port Saint Lucie	Debris Removal	SB
Simpson Environmental Services, LLC	Zephyrhills	Asbestos Abatement	
Sky Light Roofing	Orlando	Blue Roof, Debris Removal,	
Sky West Solutions LLC	Bushnell	Debris Removal, Stump Removal, Demolition	
Smart Choice HDC LLC	Cape Coral	Emergency Road Clearance, Debris Removal, Tree Trimming, Mulch Haul Out, Personnel, Demolition	
Smith-Wardlaw, Inc.	Okeechobee	Debris Removal	SB
So Flo Unlimited INC	Hobe Sound	Debris Removal, Tree Trimming	SB
Sole Homes LLC	Cape Coral	Debris Removal	
Solomon Trucking INC	Fort Pierce	Debris Removal	
Sonny Valley Roofing and Coating LLC	Wellington	Emergency Road Clearance, Debris Removal, Personnel	
South Coast Equipment LLC	Miami	Equipment	
South Florida Electric, LLC	Fort Pierce	Personnel, Electricians, Diesel Generator Mech, Light Towers, Generators, Traffic Cones, Spider Boxes	
South Florida Grading	Palm City	Debris Removal, Construction	
Southern Bobcat Services	Middleburg	Disaster Recovery	
Southern Cypress Land Development LLC	Vero Beach	Emergency Road Clearance, Debris Removal, Stump Removal, Mulch Haul Out, Demolition	
Southern Drainage Systems	Tarpon Springs	Debris Removal	SB
Southern Striping Solutions LLC	Fort Myers	Debris Removal, Tree Trimming & Removal	
Southern Tree Experts LLC	Middleburg	Debris Removal, Tree Trimming	
Southern Turf	Edgewater	Debris Removal	
Spanish Trail Farms	Grand Ridge	Debris Removal	

Company Name	City	Services Provided	Certifications
Spartan Kustoms, LLC	Freeport	Debris Removal	
Spring Road Trucking LLC	Alachua	Debris Removal, Mulch Out	
STAG Industries, LLC	Lakeland	Debris Removal, Construction, Other Services	WO
SteelSmith LLC	Tampa	Debris Removal, Mulch Haul Out	
Strategic Investments FL LLC	Jacksonville	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Marine Debris, HHW Removal, Mulch Haul Out	MB
Suncoast Builders Group LLC	Port Charlotte	Debris Removal, Stump Removal	SB, WO
Sunset Bay Construction	San Antonio	Debris Removal	
Sunshine Outdoor Services LLC	Old Town	Debris Removal, Tree Trimming	DBE, SB, WO
Super Ray All Services, LLC	Bradenton	Debris Removal, Stump Removal, Mulch Haul Out	
Superior Landscape Management LLC	Dade City	Debris Removal	WO
Supreme Renovation Services, LLC	Lehigh Acres	Debris Removal	
Sweat US, LLC	Pensacola	Fuel Reduction	8a
Sweeping Corp of America / USA Services of Florida, LLC	Longwood	Street Sweeping	
SWEETS: Crisis & Disaster Solutions, LLC	Orlando	Debris Removal	SDVO
SWS Environmental Services	Tampa	Debris Removal	
T&M Trucking of SWFL, LLC	North Fort Myers	Debris Removal, Tree Trimming and Removal, Mulch and Haul Out	WO
TAGM Services, LLC	Sarasota	Debris Removal	
Take Stock Inc	Miami	Debris Removal	
Takem Out Tree Service	Tallahassee	Debris Removal, Tree Trimming	
Tanner Construction Group LLC	Fort White	Emergency Road Clearance, Debris Removal, Mulch Haul Out, Asbestos Abatement, Demolition	
Tate Transport Corporation	Fort Lauderdale	Debris Removal	
Taurus Transportation FL LLC	Fort Lauderdale	Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump removal, marine debris, sand screening, Mulch Haul out, Grinding,	
Taylormade Truckin LLC	Port Richey	Debris Removal	
TCOR Consulting Group	Westville	Environmental Consulting	SB, VO
TD9 LLC	Milton	Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Demolition	
Team Farrell	Port Richey	Debris Removal	
Team Waterbury LLC	Palm Bay	Debris Removal	SB
Technic Trucking LLC dba Mold Removal Technic LLC	Bradenton	Emergency Road Service, Debris Removal, Tree Trimming, Stump Removal, Mulch Haul Out, Asbestos Abatement, Demolition	
Teddy Bear Timber Corporation	Vernon	Debris Removal, Construction	SB
Tekniek Construction	Kissimmee	Debris Removal, Emergency Road Clearance, Tree Trimming	
Terrascape LLC	Orlando	Debris Removal, Tree Trimming	SB, WO

Company Name	City	Services Provided	Certifications
Texas Aquatic Harvesting, Inc	Lake Wales	Debris Removal, Tree Trimming & Removal, stump Removal, Marine Debris, Mulch Haul Out, Grinding, Personnel, Emergency Road Clearance, Demolition	
The BG Group, LLC.	Delray Beach	Emergency Road Clearance, Debris Removal - Land	WO
The Branch Manager	Jacksonville	Debris Removal, Tree Trimming	
The Combined Group Corp	Miami	Debris Removal, Construction	8a, SB, SDB
The Farmers Friend LLC	BRANDON	Fencing, Debris Removal	VO
The Great Indoorz	Cape Coral	Debris Removal	
The MGT Group, Inc	Miramar	Emergency Road Clearance, Debris Removal, Tree Trimming and removal, Stump Removal, Marine Debris, Sand Screening, HHW Removal, Mulch Haul Out, Grinding, personnel,	
The Plant Man Landscape & Design, LLC	Lloyd	Debris Removal	SB
The Shih Show LLC	Sarasota	Debris Removal Stump Removal, Mulch Haul Out, Personnel, Demolition	
The Spanos Group LLC	Fort Walton Beach	Emergency Road Clearance, Debris Removal, Grinding, Site Management	
The Zenith Group Enterprises Corp	Pembroke Pines	Debris Removal, Construction	SB, VO
Thielen Environmental LLC	Eagle Lake	Debris Removal	SB
Thomas Concrete And Construction Services, LLC	Tallahassee	Debris Removal, Construction	SB
Thomas Maintenance Service LLC	Miami	Debris Removal, Tree Trimming	SB, WO
Thompson Contracting Group, Inc.	Palm City	Debris Removal - Land, Debris Removal - Marine	
Three D's Tractor Service, LLC	Fellsmere	Debris Removal, Tree Trimming	SB
Tiju Solutions LLC	Sarasota	Debris Removal – Land, Roofing - Temporary (Blue Roof)	DBE, MBE, SB, VO, WBE, WO, WOB, WOSB
Tip Top Restoration	Palm Bay	Debris Removal, Tree Trimming, Blue Roof	SB
Titan Environmental Services LLC	Jacksonville	Debris Removal, Tree Trimming & Removal, Stump Removal, Marine Debris, Demolition, Emergency Road Clearance	
TJays Tree Service LLC	Ruskin	Debris Removal, Tree Trimming	
TLR Bonita, Inc.	St. Petersburg	Debris Removal	
TNA Grapple Service LLC	Winter Garden	Debris Removal	
TNT Environmental LLC	Dade City	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Demolition.	
Tony's Tree Service	Hobe Sound	Debris Removal, Tree Trimming	SB
Top Notch Grading	Lakeland	Emergency Road Clearance, Debris Removal, Tree Trimming and Removal, Mulch Haul Ou	
Total Land And Tree Inc	Eustis	Debris Removal, Tree Trimming	
Total Urban Forestry, LLC	Ocala	Debris Removal	
Touchdown Logistics	Wesley Chapel	Debris Removal	
Trail Guides	Bristol	Debris Removal, Construction, Other Services	
Trans-Phos Inc	Mulberry	Debris Removal	

Company Name	City	Services Provided	Certifications
Trash Be Gone Inc	Southwest Ranches	Debris Removal	
Travis Contracting Services	Stuart	Debris Removal	
Travis Mobile Auto Solutions LLC	Boynton Beach	Debris Removal	
Tree Cowboys and Landscaping LLC	Navarre	Debris Removal	
Tree Monkeys Inc	Chuluota	Debris Removal, Tree Trimming & Removal, Stump Removal, Mulch Haul Out, Grinding	SB, WOB
Tree Service Express, Inc.	Palm Bay	Debris Removal, Tree Trimming, Stump Removal, Grinding, Emergency Road Clearance.	SB
Tree Wise Urban Forestry	Casselberry	Debris Removal, Tree Trimming	DBE, SB, WO
Treecycle Land Clearing, Inc	Greenacres	Debris Removal, Tree Trimming	
TreeDaddy LLC	Sarasota	Debris Removal, Tree Trimming, Stump Removal, Marine Debris, Mulch Haul Out, Site Management	
Tri County Tree And Bobcat Service	Clearwater	Debris Removal, Tree Trimming	
Tri-County Landscape Services, Inc.	Cape Coral	Debris Removal	
Trinity Water Restoration Service, Inc	Hollywood	Debris Removal	
Tropic Trax, LLC	Winter Park	Debris Removal, Site Work, Grinding	
Tropical Touch Gardens Center Inc	Southwest Ranches	Debris Removal	
True Tree Inc	Sarasota	Emergency Road Clearance, Debris Removal - Land, Tree Trimming and Removal, Stump Removal	
TSK Exteriors LLC	Saint Cloud	Blue Roof, Construction	SB, WO
Tucker Enterprise Services, Inc.	Oldsmar	Debris Removal, Other Services	SB, SDB
Tulipan Trucking LLC	Seffner	Emergency Road Service, Debris Removal, Tree Trimming, Sand Screening, Mulch Haul Out, Grinding, Personnel	
U.S. Submergent Technologies	Sarasota	Water treatment and technology	
Ultimate Disaster Recovery, Corp.	Hialeah	Debris Removal	
Unlimited Builders Corp	Hialeah	Debris Removal	
USA Environmental, Inc	Oldsmar	Munitions Response Services	
USA Fence Co.	Bradenton	Fence Rentals	
USA JUNK REMOVAL, INC.	Miami	Emergency Road Clearance, Debris Removal, Tree Trimming & Removal, Stump Removal	SB
USS Hauling & Recycling	Miami	Debris Removal	
Veransa Group, Inc.	Sarasota	Debris Removal, Tree Trimming & Removal, Mulch Haul Out, Grinding, Wood Waste Collection, Recycling	
Vision & Mission Consultants LLC	Fort Myers	Debris Removal	
Vision of Excellence Inc DBA Apex Tree and Landscape	Myakka City	Debris Removal, Emergency Road Clearance, Tree Trimming & Removal, Stump Removal, Grinding, Demolition.	
VMAD, LLC	Miami	Disaster Recovery	VO
Walker Quality Property Maintenance	Palm Harbor	Construction, Debris Removal	
Waterzway Work Boats, LLC	Bokeelia	Marine Debris	VO

Company Name	City	Services Provided	Certifications
Way2Reel Charters	Bradenton	Charter Captain, Red Tide Cleanup	
Wellspring Enterprises Water & Land Services	Santa Rosa Beach	Disaster Recovery	VO
White Crane Service, Inc.	Ponte Vedra	Debris Removal	SB
Wilkerson Hydrology Service Inc	Mulberry	Debris Removal, Tree Trimming	
Work Horse Temps, LLC	Orlando	Staffing Agency	SB, SDB, SDVO
World Detail Specialists Inc.	Cooper City	Debris Removal	SB
Wrangler Holdco Corp dba GFL Environmental Holdings/GFL Solid Waste	Gainesville	Debris Removal	
WTJ Remodeling	Freeport	Debris Removal, Tree Trimming & Removal, Mulch Haul Out	SB
Xtreme Property Services Inc.	Okeechobee	Debris Removal, Tree Trimming	SB, WO
XUMA Equipment	Sarasota	Equipment	WO
YG Construction Inc	North Fort Myers	Debris Removal, Construction	MBE
Yocy Transport, Inc	Valrico Heights Blvd	Debris Haul Out, Mulch Haul Out	
Youtzy Sitework, Inc.	Palm Bay	Debris Removal	SB
YT Land Services Inc	Moore Haven	Debris Removal	
ZHL Services, LLC	Jacksonville	Debris Removal, Tree Trimming & Removal, Stump Removal, Marine Debris, Mulch Haul Out, Grinding, Demolition	JSEB

### Additional Major Subcontractors

Company Name	City	State	Certificates
Highland Trucking & Equipment, Inc.	Perkinston	MS	DBE, SB, SDB
Mullins Enterprises	Pikeville	KY	SB
Cole Field Services, LLC	Bulverde	TX	SB, SDB, DBE, WBE
Trees R Us	Ingleside	IL	WBE, WOSB
WRC	Bark River	MI	
Specialized Services, LLC	Opelika	AL	
LZ Logistics, LLC	Grove	MO	
Tri State Timber Land Improvement, LLC	Memphis	MO	

<b>Ceres Environmental Services, Inc.</b>				
<b>SAVE AND SUBMIT AS AN EXCEL FILE</b>				
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>				
<b>ITEM #</b>	<b>EQUIPMENT TYPE WITH OPERATOR (Includes fuel and maintenance costs)</b>	<b>UNIT OF MEASUREMENT</b>	<b>COST</b>	<b>DAY RATE</b>
1	5-14 Cubic Yard Dump Truck	Hourly Rate	\$115.00	\$1,150.00
2	15-24 Cubic Yard Dump Truck	Hourly Rate	\$125.00	\$1,250.00
3	25-34 Cubic Yard Dump Truck	Hourly Rate	\$150.00	\$1,500.00
4	35-44 Cubic Yard Dump Truck	Hourly Rate	\$175.00	\$1,750.00
5	45-54 Cubic Yard Dump Truck	Hourly Rate	\$200.00	\$2,000.00
6	55-64 Cubic Yard Dump Truck	Hourly Rate	\$225.00	\$2,250.00
7	65-74 Cubic Yard Dump Truck	Hourly Rate	\$250.00	\$2,500.00
8	75+ Cubic Yard Dump Truck	Hourly Rate	\$300.00	\$3,000.00
9	40 Cubic Yard and under Grapple Truck	Hourly Rate	\$240.00	\$2,400.00
10	41 Cubic Yard and over Grapple Truck	Hourly Rate	\$240.00	\$2,400.00
10a	41 Cubic Yard Grapple Truck Tow Behind Unit	Hourly Rate	\$245.00	\$2,450.00
11	Service Trucks	Hourly Rate	\$150.00	\$1,500.00
12	Water Truck (2,000 Gallon)	Hourly Rate	\$150.00	\$1,500.00
13	Water Truck (4,000 Gallon)	Hourly Rate	\$175.00	\$1,750.00
14	up to 40' Bucket Truck	Hourly Rate	\$175.00	\$1,750.00
15	41'-50' Bucket Truck	Hourly Rate	\$200.00	\$2,000.00
16	51'-60' Bucket Truck	Hourly Rate	\$225.00	\$2,250.00
17	61'-80' Bucket Truck	Hourly Rate	\$250.00	\$2,500.00
18	81'+ Bucket Truck	Hourly Rate	\$275.00	\$2,750.00
19	Box Truck	Hourly Rate	\$150.00	\$1,500.00
20	Wheel-Loader 3 CY / 30k lbs	Hourly Rate	\$150.00	\$1,500.00
21	Wheel-Loader 4 CY / 40k lbs	Hourly Rate	\$175.00	\$1,750.00
22	Wheel-Loader 5 CY / 54k lbs	Hourly Rate	\$200.00	\$2,000.00
23	Wheel-Loader 6 CY / 54k lbs	Hourly Rate	\$225.00	\$2,250.00
24	Skid Steer Loader up to 59 HP	Hourly Rate	\$150.00	\$1,500.00
25	Skid Steer Loader 60-70 HP	Hourly Rate	\$175.00	\$1,750.00
26	Skid Steer Loader 71-80 HP	Hourly Rate	\$200.00	\$2,000.00
27	Skid Steer Loader 81+ HP	Hourly Rate	\$225.00	\$2,250.00

28	Loader, Wheel Backhoe 1CY	Hourly Rate	\$150.00	\$1,500.00
29	Loader, Wheel Backhoe 1.5CY	Hourly Rate	\$175.00	\$1,750.00
30	Loader, Wheel Backhoe 1.75CY	Hourly Rate	\$200.00	\$2,000.00
31	Tractor with Box Blade	Hourly Rate	\$150.00	\$1,500.00
32	30 Ton or Smaller Crane	Hourly Rate	\$300.00	\$3,000.00
33	30 Ton or Larger Crane	Hourly Rate	\$400.00	\$4,000.00
34	Bulldozer up to 74 HP	Hourly Rate	\$200.00	\$2,000.00
35	Bulldozer 75-105 HP	Hourly Rate	\$225.00	\$2,250.00
36	Bulldozer 106-160 HP	Hourly Rate	\$250.00	\$2,500.00
37	Bulldozer 161-250 HP	Hourly Rate	\$275.00	\$2,750.00
38	Tub Grinder up to 440 HP	Hourly Rate	\$400.00	\$4,000.00
39	Tub Grinder up to 441-630 HP	Hourly Rate	\$450.00	\$4,500.00
40	Tub Grinder up to 631-760 HP	Hourly Rate	\$500.00	\$5,000.00
41	Tub Grinder up to 761+ HP	Hourly Rate	\$550.00	\$5,500.00
42	Equipment Transports	Hourly Rate	\$150.00	\$1,500.00
43	Motor Grader 10' Moldboard	Hourly Rate	\$150.00	\$1,500.00
44	Motor Grader 12' Moldboard	Hourly Rate	\$175.00	\$1,750.00
45	Motor Grader 14' Moldboard	Hourly Rate	\$200.00	\$2,000.00
46	Stump Grinder	Hourly Rate	\$150.00	\$1,500.00
47	Excavator 0.5 CY	Hourly Rate	\$175.00	\$1,750.00
48	Excavator 1.0 CY	Hourly Rate	\$200.00	\$2,000.00
49	Excavator 1.5 CY	Hourly Rate	\$200.00	\$2,000.00
50	Excavator 2.0 CY	Hourly Rate	\$200.00	\$2,000.00
51	Excavator 2.5 CY	Hourly Rate	\$225.00	\$2,250.00
52	Excavator 3.0 CY	Hourly Rate	\$225.00	\$2,250.00
53	Excavator 4.5 CY	Hourly Rate	\$250.00	\$2,500.00
54	Excavator 7.5 CY	Hourly Rate	\$250.00	\$2,500.00
55	Excavator 12 CY	Hourly Rate	\$300.00	\$3,000.00
56	12 Ton Lowboy	Hourly Rate	\$150.00	\$1,500.00
57	25 Ton Lowboy	Hourly Rate	\$175.00	\$1,750.00
58	50 Ton Lowboy	Hourly Rate	\$200.00	\$2,000.00
59	Flatbed Trailer	Hourly Rate	\$125.00	\$1,250.00
60	Passenger Car	Hourly Rate	\$100.00	\$1,000.00
61	Pickup Truck	Hourly Rate	\$100.00	\$1,000.00
62	Pickup Truck, 1 Ton	Hourly Rate	\$125.00	\$1,250.00
63	Pickup Truck, 4X4	Hourly Rate	\$150.00	\$1,500.00
64	Pickup Truck, Extended Cab	Hourly Rate	\$150.00	\$1,500.00
65	12' Work Boat with Motor	Hourly Rate	\$150.00	\$1,500.00
66	12' Work Boat without Motor	Hourly Rate	\$75.00	\$750.00
67	20' Response Trailer	Hourly Rate	\$125.00	\$1,250.00
68	36' Response Trailer	Hourly Rate	\$150.00	\$1,500.00
<b>ITEM #</b>	<b>PERSONNEL AND/OR EQUIPMENT TYPE</b>	<b>UNIT OF MEASUREMENT</b>	<b>COST</b>	<b>DAY RATE</b>
69	1" Diaphragm Pump	Hourly Rate	\$125.00	\$1,250.00
70	1" Suction or Discharge Hose	Hourly Rate	\$40.00	\$400.00

71	2" Chemical Suction or Discharge Hose	Hourly Rate	\$220.00	\$2,200.00
72	2" Diaphragm Pump	Hourly Rate	\$250.00	\$2,500.00
73	2" Suction or Discharge Hose	Hourly Rate	\$110.00	\$1,100.00
74	3" Chemical Suction or Discharge Hose	Hourly Rate	\$230.00	\$2,300.00
75	3" Diaphragm Pump	Hourly Rate	\$390.00	\$3,900.00
76	3" Suction or Discharge Hose	Hourly Rate	\$150.00	\$1,500.00
77	3" X 12' Absorbent Boom – Universal	Box of 4	\$100.00	N/A
78	30 Gallon Over-Pack	Hourly Rate	\$115.00	\$1,150.00
79	4 mil 20 X 100 Polyethylene	Each	\$65.00	N/A
80	2000-3000 Watt Generator	Hourly Rate	\$75.00	\$750.00
81	3001-4000 Watt Generator	Hourly Rate	\$125.00	\$1,250.00
82	4001-5000 Watt Generator	Hourly Rate	\$250.00	\$2,500.00
83	5001-10,000 Watt Generator	Hourly Rate	\$325.00	\$3,250.00
84	10,001-20,000 Watt Generator	Hourly Rate	\$400.00	\$4,000.00
85	5" X 10' Absorbent Boom- Petroleum	Each	\$28.00	N/A
86	55 – Gallon Drum Liners, 10 mil	Each	\$10.00	N/A
87	55 - Gallon Drums	Each	\$100.00	N/A
88	6 mil 20 X 100 Polyethylene	Each	\$400.00	N/A
89	6 mil Bags	Each	\$20.00	N/A
90	8"X10' Absorbent Boom – Petroleum	Hourly Rate	\$55.00	\$550.00
91	95 Gallon Poly Over-pack	Each	\$325.00	N/A
92	Absorbent Pads Bundle – Petroleum	Each	\$155.00	N/A
93	Absorbent Pads Bundle – Universal	Each	\$195.00	N/A
94	Acid Suit	Hourly Rate	\$25.00	\$250.00
95	Administrative Assistant	Hourly Rate	\$45.00	\$450.00
96	Air Blower	Hourly Rate	\$20.00	\$200.00
97	Air Filtration Panel	Hourly Rate	\$100.00	\$1,000.00
98	Air-Hose Section	Hourly Rate	\$33.00	\$330.00
99	Airless Spray	Hourly Rate	\$75.00	\$750.00
100	Airline Respirator (includes 150' of Airline)	Hourly Rate	\$175.00	\$1,750.00
101	Asbestos Abatement Supervisor	Hourly Rate	\$90.00	\$900.00
102	Asbestos Abatement Worker	Hourly Rate	\$75.00	\$750.00
103	Asbestos Inspector	Hourly Rate	\$85.00	\$850.00
104	Barrel Cart	Hourly Rate	\$40.00	\$400.00
105	Boot Covers	Pair	\$4.00	N/A

106	Cascade Air System Per Employee	Hourly Rate	\$50.00	\$500.00
107	Caution/Hazard Tape	Each	\$8.00	N/A
108	Chemist	Hourly Rate	\$125.00	\$1,250.00
109	Chainsaw 18"	Hourly Rate	\$20.00	\$200.00
110	Chainsaw 20"	Hourly Rate	\$30.00	\$300.00
111	Chainsaw 25"	Hourly Rate	\$35.00	\$350.00
112	Chainsaw 30" +	Hourly Rate	\$40.00	\$400.00
113	Circular Saw	Hourly Rate	\$40.00	\$400.00
114	Clerical	Hourly Rate	\$45.00	\$450.00
115	Climber with Gear	Hourly Rate	\$90.00	\$900.00
116	Combustible Gas Indicator	Hourly Rate	\$75.00	\$750.00
117	Cotton or Latex Gloves	Pair	\$2.00	N/A
118	Compressor Small 10 CFM	Hourly Rate	\$15.00	\$150.00
119	Compressor Large 50 + CFM	Hourly Rate	\$40.00	\$400.00
120	Cutting Torch	Hourly Rate	\$50.00	\$500.00
121	Detector Tubes	Pair	\$129.00	N/A
122	DOT Hazardous Waste Labels	Each	\$2.00	N/A
123	Drill w/ Bits	Hourly Rate	\$100.00	\$1,000.00
124	Duct Tape	Roll	\$10.00	N/A
125	Electrical Cord Section (50')	Each	\$50.00	N/A
126	Equipment Operator	Hourly Rate	\$70.00	\$700.00
127	Extension Ladders	Hourly Rate	\$25.00	\$250.00
128	Fiber drums	Hourly Rate	\$75.00	\$750.00
129	Field Hazardous Material Manager	Hourly Rate	\$95.00	\$950.00
130	Field Hazardous Material Technician	Hourly Rate	\$95.00	\$950.00
131	Field Project Foreman	Hourly Rate	\$85.00	\$850.00
132	Field Project Supervisor	Hourly Rate	\$75.00	\$750.00
133	Fire Extinguisher	Hourly Rate	\$20.00	\$200.00
134	First Aid Station	Day Rate Only	N/A	\$1,250.00
135	Foreman with Truck	Hourly Rate	\$90.00	\$900.00
136	Grounding Cable and Rod	Hourly Rate	\$25.00	\$250.00
137	Hand Auger, Stainless Steel	Hourly Rate	\$75.00	\$750.00
138	Hand Operated Transfer Pump	Hourly Rate	\$90.00	\$900.00
139	Hand Tools Per Employee (Shovels, brooms, etc.)	Hourly Rate	\$25.00	\$250.00
140	Handheld Radios	Hourly Rate	\$15.00	\$150.00
141	Hazardous Material Containment Area Foreman	Hourly Rate	\$90.00	\$900.00
142	Hazardous Material Containment Area Manager	Hourly Rate	\$100.00	\$1,000.00
143	Hazardous Material Containment Area Supervisor	Hourly Rate	\$100.00	\$1,000.00

144	Hazardous Material Containment Area Technician	Hourly Rate	\$100.00	\$1,000.00
145	Hazcat Kit	Day Rate Only	N/A	\$1,500.00
146	Health and Safety Specialist	Hourly Rate	\$125.00	\$1,250.00
147	Hearing Protection	Each	\$10.00	N/A
148	HEPA Vac	Hourly Rate	\$40.00	\$400.00
149	High Hazard Personnel Decontamination	Day Rate Only	N/A	\$500.00
150	Inspector with Vehicle	Hourly Rate	\$85.00	\$850.00
151	Kappler Tape	Hourly Rate	\$15.00	\$150.00
152	Laborer	Hourly Rate	\$50.00	\$500.00
153	Leather Work Gloves	Pair	\$15.00	N/A
154	Level A Suit – Kappler Responder or Equal	Each	\$800.00	N/A
155	Level B Suit – Kappler Responder or Equal	Each	\$350.00	N/A
156	Low Hazard Personnel Decontamination	Each	\$350.00	N/A
157	Mechanized Broom	Hourly Rate	\$125.00	\$1,250.00
158	Nitrile Gloves	Pair	\$10.00	N/A
159	Noeprene Gloves	Pair	\$12.00	N/A
160	Office Trailer	Hourly Rate	\$20.00	\$200.00
161	Oil Dry 50 lb	Each	\$25.00	N/A
162	Oil Dry Spreader	Hourly Rate	\$25.00	\$250.00
163	Operator with Chainsaw	Hourly Rate	\$65.00	\$650.00
164	Peat Moss	Bag	\$25.00	N/A
165	Personal Protective Equipment/Level A Employee	Day Rate Only	N/A	\$1,000.00
166	Personal Protective Equipment/Level B Employee	Day Rate Only	N/A	\$1,000.00
167	Personal Protective Equipment/Level C Employee	Day Rate Only	N/A	\$990.00
168	Personnel Retrieval Harness	Hourly Rate	\$15.00	\$0.00
169	Personnel Retrieval System	Hourly Rate	\$45.00	\$0.00
170	Ph Paper	Pack	\$50.00	N/A
171	Photographic Equipment	Hourly Rate	\$0.00	\$2,500.00
172	Photoionization Detector	Day Rate Only	N/A	\$500.00
173	Port a John	Day Rate Only	N/A	\$200.00
174	Portable Eyewash Station	Day Rate Only	N/A	\$300.00
175	Portable Light Stand	Hourly Rate	\$75.00	\$750.00
176	Pressure Washer	Hourly Rate	\$90.00	\$900.00
177	Project Coordinator	Hourly Rate	\$0.00	\$850.00
178	Project Engineer	Hourly Rate	\$100.00	\$1,000.00
179	Project Geologist	Hourly Rate	\$125.00	\$1,250.00
180	Proshield	Each	\$12.00	N/A
181	PVC Boots (Hazmat)	Pair	\$30.00	N/A
182	PVC Gloves	Pair	\$4.00	N/A

183	Rain Suit	Each	\$55.00	\$0.00
184	Regulatory Manager	Hourly Rate	\$90.00	\$0.00
185	Respirator Airline, 50' Section	Hourly Rate	\$100.00	\$0.00
186	Respirator Cartridges	Pair	\$50.00	N/A
187	Respirator Wipes	Box of 4	\$2.00	N/A
188	Safety Superintendent	Hourly Rate	\$125.00	\$1,250.00
189	Saranex	Each	\$15.00	N/A
190	SCBA Bottle Refill	Each	\$75.00	N/A
191	Silvershield Gloves	Pair	\$12.00	N/A
192	Soda Ash Bag	Each	\$50.00	\$0.00
193	Spike Bar	Each	\$25.00	N/A
194	Spill Classifier	Strip	\$65.00	N/A
195	Step Ladders	Hourly Rate	\$25.00	\$0.00
196	Superintendent with Truck	Hourly Rate	\$80.00	\$0.00
197	Survey Personnel with Vehicle	Hourly Rate	\$85.00	\$0.00
198	Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	Kit	\$155.00	N/A
199	Toxic Gas Detector	Hourly Rate	\$75.00	\$750.00
200	Traffic Control Personnel	Hourly Rate	\$65.00	\$650.00
201	Traffic Control Vest, Cones, Flags, Barrels, etc.	Hourly Rate	\$300.00	\$3,000.00
202	Truck Driver	Hourly Rate	\$75.00	\$750.00
203	Tyvek	Each	\$95.00	N/A
204	Vacuum Truck, 3,500 Gallon	Hourly Rate	\$300.00	\$3,000.00
205	Vermiculite	Each	\$28.00	N/A
206	Water hose Section (Garden)	Each	\$20.00	N/A
207	Wheelbarrow	Hourly Rate	\$20.00	\$200.00
208	Wire Welder	Hourly Rate	\$100.00	\$1,000.00
209	Wrench Kit (Bung wrench, speed wrench, etc.)	Each	\$250.00	N/A

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

<b>210</b>	<b>Eligible ROW Vegetative Debris Removal</b> 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.	<b>ESTIMATED QUANTITY (CUBIC YARDS)</b>	<b>PRICE PER CUBIC YARD</b>	<b>TOTAL</b>
210a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$8.50	\$850,000.00
210b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$8.98	\$5,388,000.00
210c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$8.98	\$11,674,000.00

<b>211</b>	<b>Eligible Citizen Drop Off Sites and Consolidated Collection Points Vegetative Debris Removal</b> 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	\$5.48	\$137,000.00
211b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$5.98	\$598,000.00
211c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$5.98	\$4,784,000.00
<b>212</b>	<b>Eligible ROW C&amp;D Debris Removal</b> 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	\$7.98	\$199,500.00
212b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$8.48	\$848,000.00
212c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$8.98	\$7,184,000.00
<b>213</b>	<b>Eligible Citizen Drop Off Sites and Consolidated Collection Points C&amp;D Debris Removal</b> 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	\$5.48	\$137,000.00
213b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$5.98	\$598,000.00
213c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$6.48	\$5,184,000.00
<b>214</b>	<b>Reduction Through Grinding</b> 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	\$3.98	\$398,000.00
214b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$3.88	\$2,328,000.00

214c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$3.78	\$4,914,000.00
<b>215</b>	<b>Reduction Through Air Curtain Incinerators</b> 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	\$2.75	\$275,000.00
215b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$2.65	\$1,590,000.00
215c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$2.50	\$3,250,000.00
<b>216</b>	<b>Reduction Through Pile Burn Incineration</b> 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	\$1.98	\$198,000.00
216b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$1.75	\$1,050,000.00
216c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$1.65	\$2,145,000.00
<b>217</b>	<b>Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site</b> 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	\$4.68	\$117,000.00
217b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	150,000	\$4.78	\$717,000.00
217c	Level 3 Disaster (Catastrophic damage countywide)	325,000	\$5.38	\$1,748,500.00
<b>218</b>	<b>Removal of Eligible Hazardous Leaning Trees and Eligible Hazardous Limbs</b> 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	\$50.00	\$10,000.00

218b	13 inch to 24.99 inch diameter eligible Leaning Tree	150	\$180.00	\$27,000.00
218c	25 inch to 36.99 inch diameter eligible Leaning Tree	50	\$190.00	\$9,500.00
218d	37 inch to 48.99 inch diameter eligible Leaning Tree	20	\$200.00	\$4,000.00
218e	49 inch and larger diameter Eligible Leaning Tree	10	\$225.00	\$2,250.00
218f	(Per tree) Removal of Eligible Hanging Limbs >2"	1,000	\$75.00	\$75,000.00
<b>219</b>	<b>Removal of Eligible Hazardous Stumps</b> 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	\$150.00	\$1,500.00
219b	37 inch to 48.99 inch diameter Eligible Stump	5	\$175.00	\$875.00
219c	49 inch and larger diameter Eligible Stump	5	\$200.00	\$1,000.00
<b>220</b>	<b>Eligible Household Hazardous Waste Removal, Transport and Disposal</b> 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	\$4.00	\$4,000.00
<b>221</b>	<b>Eligible Household Hazardous Waste Removal, Transport and Disposal</b> 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	\$3.00	\$3,000.00
<b>222</b>	<b>Eligible ROW White Goods Debris Removal (Collect &amp; Haul)</b> 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	\$125.00	\$6,250.00
222b	Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	\$85.00	\$4,250.00

223	<b>Eligible E-Scrap Item Removal</b> 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	\$9.00	\$22,500.00
224	<b>Eligible Dead Animal Carcasses</b> 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	\$5.00	\$250.00
225	<b>Other Debris Removal Work in Cubic Yards</b> 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	\$49.00	\$12,250.00
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	\$98.00	\$24,500.00
225c	Sand Screening - The Contractor shall screen sand to remove eligible debris deposited as a result of a natural or manmade disaster.	1,000	\$17.00	\$17,000.00
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	\$19.00	\$28,500.00
226	<b>Other Debris Removal Work in Linear Feet</b> 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	\$49.00	\$7,350.00

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	\$69.00	\$10,350.00
<b>227</b>	<b>Other Debris Removal Work per Unit Work</b> 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	\$100.00	\$5,000.00
<b>228</b>	<b>Other Debris Removal Work in Pounds Work</b> 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	\$0.50	\$50,000.00
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	\$0.10	\$180,000.00
<b>229</b>	<b>Eligible Demolition, Removal, Transport and Disposal of Non- RACM Structures</b> 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	\$11.35	\$908,000.00
229b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	1,000,000	\$11.35	\$11,350,000.00
229c	Level 3 Disaster (Catastrophic damage countywide)	2,000,000	\$11.35	\$22,700,000.00
<b>230</b>	<b>Eligible Demolition, Removal, Transport and Disposal of RACM Structures</b> 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	\$17.00	\$680,000.00

230b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	200,000	\$17.00	\$3,400,000.00
230c	Level 3 Disaster (Catastrophic damage countywide)	400,000	\$17.00	\$6,800,000.00
<b>231</b>	<b>Eligible ROW Vegetative Debris Removal</b> 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	\$79.00	\$1,975,000.00
231b	Level 2 Disaster (Significant Hurricane Damage)	150,000	\$79.00	\$11,850,000.00
231c	Level 3 Disaster (Catastrophic damage countywide)	325,000	\$79.00	\$25,675,000.00
<b>232</b>	<b>Eligible Citizen Drop Off Sites and Consolidated Collection Points Vegetative Debris Removal</b> 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	\$49.00	\$294,000.00
232b	Level 2 Disaster (Significant Hurricane Damage)	25,000	\$49.00	\$1,225,000.00
232c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$49.00	\$9,800,000.00
<b>233</b>	<b>Eligible ROW C&amp;D Debris Removal</b> 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	\$79.00	\$474,000.00
233b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	25,000	\$79.00	\$1,975,000.00
233c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$79.00	\$15,800,000.00
<b>234</b>	<b>Eligible Citizen Drop Off Sites and Consolidated Collection Points C&amp;D Debris Removal</b> 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	\$49.00	\$294,000.00
234b	Level 2 Disaster (Significant Hurricane Damage)	25,000	\$49.00	\$1,225,000.00
234c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$49.00	\$9,800,000.00
<b>235</b>	<b>Removal of NON-Eligible Hazardous Trees</b> 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	\$50.00	\$10,000.00
235b	13 inch to 24.99 inch diameter eligible Leaning Tree	150	\$80.00	\$12,000.00
235c	25 inch to 36.99 inch diameter eligible Leaning Tree	50	\$100.00	\$5,000.00
235d	37 inch to 48.99 inch diameter eligible Leaning Tree	20	\$150.00	\$3,000.00
235e	49 inch and larger diameter Eligible Leaning Tree	10	\$200.00	\$2,000.00

235f	(Per tree) Removal of Eligible Hanging Limbs >2"	1,000	\$80.00	\$80,000.00
<b>236</b>	<b>Removal of NON-Eligible Hazardous Stumps</b> 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	\$200.00	\$2,000.00
236b	37 inch to 48.99 inch diameter Eligible Stump	5	\$300.00	\$1,500.00
236c	49 inch and larger diameter Eligible Stump	5	\$400.00	\$2,000.00
<b>237</b>	<b>Management and Operation of DDMS</b> 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 acual 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	\$ 6,000.00
237b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	NA	\$ 6,000.00
237c	Level 3 Disaster (Catastrophic damage countywide)	1,300,00	NA	\$ 6,000.00

**The following information is required for price redetermination consideration.**

Enter type of fuel used: <b>Diesel or Gasoline</b>		Diesel
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc.,		12.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is		60.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of		28.00%
	Must equal 100%	100.00%
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.		

# TAB 4: PROPOSED SOLUTION



Proposal in Response to:

**Lake County  
RSQ# 25-918 On-Call Emergency  
Debris Removal Services**

315 W. Main St. Suite 416  
Tavares, FL 32778

August 28, 2025 - 3:00 PM ET

Contact Person

Tia Laurie, Corporate Secretary

[contact@ceresenv.com](mailto:contact@ceresenv.com)

Tel. (800) 218-4424

Fax (866) 228-5636

6371 Business Boulevard Suite 100

Sarasota, Florida 34240

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## 4 PROPOSED SOLUTION

### 4.1 Project Approach and Process

The following is a general discussion of Ceres Environmental Services, Inc.'s technical approach and understanding of the scope of work. It includes a timetable for response and recovery based on past Ceres experience and our standing disaster response plans. The overall plan for contract execution is described in detail in a section below titled "Contract Performance Phases". Finally, we present seven scenarios based on different disaster events that may impact your jurisdiction in order to illustrate our response to increasingly severe storms.

#### Our Response to You

Our record demonstrates that we stand ready to perform tasks of any size. In order to keep that record intact our preplanning is already underway for Lake County. As part of its response, Ceres has identified our office in Sarasota, Florida as a mobilization headquarters. Ceres' mobilization planning and localized subcontracting efforts are implemented to minimize lead times during an event and to keep subcontracting dollars local. Our approach to subcontracting is to work from the inside out. This means we are implementing pre-storm agreements with local resources first, to use them first. When the project expands or the need arises, Ceres adds other resources that are also under contract to us.

#### Project Timeline

The following describes the typical workflow between Ceres and Lake County once a contract award has been received until FEMA reimbursement.

Projected Storm Preparation and Response Table		
Today	We are at work at Ceres so that we can respond rapidly and successfully to an event in Lake County. We are zone mapping, doing localized resourcing, and negotiating subcontractor agreements. Ceres has letters of intent from local subcontractors and is pursuing additional pre-arranged agreements with more local subcontractors and vendors. Being proactive in our pre-event planning allows us to give maximum attention to Lake County when the day comes for a disaster response.	
Contract Award	Upon contract award and at the County's request, we schedule a personal visit by a Ceres Project Manager. The purpose of this visit is the personal introduction of the key members of each party's team, discussion of the planning, training, and disaster response preparedness needs of the County. During an event, a Project Manager will be assigned only to Lake County and will be available to the County 24 hours per day, 7 days per week.	
Planning and Training	If included in the contract, Ceres will provide training to designated County personnel as agreed. The company also continues its Pre-Event planning as it reviews local subcontracts, makes plan changes as necessary and keeps an eye on the weather. Ceres monitors the National Weather Service forecasts and several subscription services to keep us aware of tropical storms and hurricanes.	
Pre-Storm Mobilization	When a storm in your area is imminent, Ceres acts quickly so that road clearance and debris removal operations can begin as soon as the storm subsides. At your request, if conditions permit, your Ceres Project Manager, or other Ceres professional, will join Lake County personnel in the EOC and help prepare for storm impact and recovery.	

Landfall	Once the immediate threats are past, the on-site Project Manager will work directly with County officials as we begin our disaster response efforts. Our pre-arranged subcontractors will begin readying equipment for registration.	
Cut and Push	The Ceres Project Manager will ensure that County needs are being met in order of priority. Local subcontractors and equipment will begin any necessary road clearance operations and will begin staging efforts for right-of-way debris removal.	
FEMA Records and Data Management	Ceres will assist Lake County on an as-requested, as-needed basis to ensure that records are kept and maintained to provide maximum allowable reimbursement to the County.	
Fully Operational	The necessary trucks will be in place to continue debris removal in an orderly fashion. Local subcontractors will be deployed to the maximum extent possible, and the Ceres debris removal operation will be fully operational on this day.	
First Pass Complete	At the end of the first pass of debris removal time would be allowed for residents to bring additional debris to the curbside. Crews would begin ramping up to start the second pass. Additional tasks, such as hazardous tree removal, hazardous stump removal, and other similar scopes of work may be implemented.	
Second Pass Complete	Debris removal operations would be well in hand. Hot spot crews would continue to clean up any debris that has time or safety constraints. The vast majority of storm debris would be cleaned from the rights-of-way. The Ceres Project Manager would begin focusing on project completion procedures.	
Final Pass Complete	Debris removal operations would be 100% complete. The Ceres Project Manager would remain in constant contact with Lake County personnel, but daily presence may not be needed by this time.	
Site Reclamation	After debris hauling activities have ceased, all debris on any Debris Management Sites (DMS) will be processed and/or removed. The sites will then be graded and restored, usually by seeding with grass.	
Ticket Reconciliation	Ceres performs ongoing ticket reconciliation with subcontractors and Lake County so that databases of debris hauled match as closely as possible. After all debris has been hauled, all truck ticket databases are reconciled to close out the financial records of the project.	
Invoicing	Following reconciliation of the truck records, a final invoice will be delivered.	
FEMA Reimbursement	Ceres will work with the County following the completion of the field work, on an as-requested, as-needed basis to ensure maximum allowable reimbursement.	

### Contract Performance Phases

In order to successfully respond to a disaster, natural or otherwise, planning and preparation are of the utmost importance. Ceres adheres to a series of carefully drawn plans for each step of its response beginning from the time we prepare our response to your RFP until planning begins for the event after next. The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event.

## Post Award Phase

Upon contract award and at Lake County request, a personal visit by a Ceres Project Manager can be scheduled. The purpose of this visit is to introduce the key members of each party's team, discuss the planning, training, and disaster response preparedness needs of the County from their own perspective, and review the Ceres Debris Management Plan, from mobilization to the Final Report. Tours of each of the sites identified for the following uses will be jointly conducted:

- Equipment Staging
- Debris Management Site(s)
- Local Landfills Authorized for Final Disposal
- County Public Works Offices
- County Administration

It is expected that this meeting will require the better part of a normal workday. Discussion will loosely follow a prepared agenda designed to address the critical elements of resource requirements and knowledge base known to significantly enhance the County's level of disaster response preparedness.

This is step one in the strategic pre-positioning of the interpersonal knowledge of each of our (both parties) teammates. Getting to know each other prior to an event is very important in maintaining a seamless transition during an actual disaster recovery.

## Planning and Training Phase

Planning and training are available each year of the contract and may include some of the following planning and training topics:

- How Many Jellybeans in the Jar: Estimating Debris
- The FEMA Paperwork Process: From IDA to PW and All Points In Between
- Continued Growth: Changes in FEMA Policy
- Recent Legislative Changes
- Know Where to Look: Additional Funding Mechanisms for Debris
- Keeping It Between the Lines: Working with Regulatory Agencies for Debris
- Tipping Point: Determining Your Force Account Capabilities or When Will I Need Help
- FEMA Eligibility: What a "Good" Contractor Will Tell You
- Behind the Curtain: Becoming a Ceres Project Manager
- Tricks of the Trade: Tough Lessons Learned from 45+ Years of Experience
- Document, Document, Document: Debris Monitoring

This creates further opportunities to develop the relationships between the County staff and Ceres personnel that will help to assure a successful debris management operation, when required.

## Alert Phase

Selected Ceres team members are subscribed to special weather advisories from several different sources. We are aware of the weather.

### Alert 1: Category I & II Hurricanes

When a Category I or II Hurricane's "Cone of Influence" of Projected Impact Area associated with the **3-day** forecast, begins to touch the coastline, the Project Manager assigned to the contract will commence Alert 1 activities.

Alert 1 activity includes, but is not limited to:

- Calling the previously identified representatives of Lake County and exchanging the most up-to-date contact information each has with the other.
- Activating Ceres notification procedures for all subcontractors – operations and administrative services.
- Contacting and overseeing preparations to make the Project Advance Team ready to deploy.
- Assigning a Project Logistics Coordinator to make use of all services possible: including, but not limited to hotels/motels, gasoline and diesel fuel, catering/restaurants, laundry services, emergency medical services, vehicle and equipment repair shops, and other disaster response and life support services.

- Confirming the availability of emergency road clearing crews and equipment, and as local conditions dictate, dispatch them to a secure, pre-positioning site near or within the County's boundaries.

### **Alert 2: Category III, IV, or V Hurricane**

The same functions are performed as during Alert 1 activity, but they start when the **5-day** "Cone of Influence" of Projected Impact Area begins to focus on the County's geographic area.

### **Alert 3: All Other Sudden Impact Events**

Sudden Impact Events include earthquakes, ice storms, tornados, man-made, technological events, and terrorist activities. These events do not allow for a forecast or pre-positioning the Project Advance Team. Ceres pledges to the County to have a representative physically present within 12 hours of notification to respond to Sudden Impact Events.

### **Mobilization Phase**

Ceres is expert at rapidly mobilizing its team and its equipment as well as key subcontractors to provide the County with the necessary resources as quickly as possible. Ceres recognizes that in order to minimize the financial damage to a community, cleanup activities must begin rapidly and proceed without delay.

### **Pre-Landfall Activities**

**Ceres Representative (Early Rep):** Ceres will provide, at the **County's** request, a representative prior to hurricane landfall. When a disaster threatens, Ceres is pleased to provide to Lake County one or more representatives to be present at the Emergency Operations Center prior to landfall. The Early Rep will interface with County personnel and provide Ceres management with on-the-ground reports regarding local conditions.

**Equipment pre-staging:** Prior to landfall, Ceres equipment will be pre-staged at the closest mobilization point and contract administration headquarters. Additionally, our principal subcontractors will have equipment available in or near the **County's** location. In this manner, Ceres will have sufficient equipment to immediately start the initial push when weather permits and have sufficient equipment to begin the load and haul as soon as possible.

**Subcontractor Liaison:** As detailed elsewhere in this submission, Ceres has a large number of subcontractors available. During the pre-landfall phase, our subcontractors will be contacted and put on alert in order that they can arrive as soon as safety permits. Ceres already has advance master contracts signed with many subcontractors, so we have already ascertained that they are properly insured.

### **Project Advance Team**

The project team, consisting of the Project Manager and selected Project Administrative Staff and Field Management personnel, will be on-site within 12 hours following notification by the County prior to, or immediately following, storm impact. The project staff may include management representatives from health and safety, quality control, accounting, subcontract administration, logistics, and field management, depending on the size of the event. As soon as practicable, the advance team will compile an initial damage assessment. Personnel sufficient to round out the project administrative staff, its support function, and operations management, will arrive within 24 hours of notification. Once on-site, the Project Manager will be physically capable of responding to the County Representative within one (1) hour of notification.

If requested by the County, the logistics support team will provide and distribute ice, water, food, temporary utilities, sanitary facilities, temporary housing, and any additional services as specified in the agreement between Ceres and the County. During the Preparation/Planning Phase, vendors within and adjacent to the region will be identified and contingency contracts established for the provision of gasoline and diesel fuel, ice, water, food, sanitation, temporary housing, and other services. If during the Preparation/Planning Phase, local vendors are not available, Ceres will arrange to provide the services from other qualified and registered sources.

### **Contractor Mobile Command Center**

The Emergency Operations Temporary Project Office and Primary Debris Collection/Debris Processing Equipment are staged in Houston, TX. Annual heavy equipment hauling permits are maintained for Ceres' eight heavy equipment haulers consisting of semi tractors with lowboy trailers, enabling a quick response.

The temporary facilities and Ceres-owned disaster response equipment is expected to arrive within 12 hours of notice to proceed by the County.

The Emergency Operations Temporary Project Office comes equipped with general support equipment such as telecommunications (satellite telephone, radio, cellular phone, or land lines), fax copier, computer network, file cabinets, and general office supplies. The Project Manager, Project Administrative Personnel, Field Manager, Debris Collection and Site Management Crew, and designated County representatives will be provided with a proprietary communication link in the event conventional communications are interrupted. The Emergency Operations Temporary Project Office will be of sufficient size to provide support to the Project Manager, project administrative and support staff, and debris collection and site managers. A separate 10' x 20' office within the same facility equipped with general support equipment can be provided to the County.

### Satellite

Ceres knows that immediate communications are critical to an effective response to disaster. We maintain an account with a satellite communications company and maintain satellite handsets for our managers and to provide to our customers as "loaner phones" until standard cell phone service is back online.

Ceres also has the capability to utilize various satellite communications system, which when wired together provide high-speed internet access roughly equivalent to a T-1 line. When powered by a portable generator, our management and our Mobile Command Center users have local and world-wide communication tools to support our high service level.

Lastly, during two recent USACE Debris Missions, Ceres deployed mobile satellite dishes at remote debris management sites to maintain connectivity for real-time production numbers. In the U.S. Virgin Islands after Hurricane Irma and Maria, the telecommunications network on the islands were destroyed. Given the islands remote location, telecommunications providers struggled to repair the network. Ceres deployed mobile satellite dishes at each debris management to maintain connectivity for the USACE and Ceres to review real-time production data. Similarly, in 2018 after Hurricane Michael, Ceres deployed mobile satellite dishes to remote debris management sites in very rural counties with limited cell service. Again, this allowed us to maintain connectivity to review the real-time production data against our estimates and move debris collection crews to keep efficiency and production high.

### FirstNet

Ceres also participates in FirstNet, the First Responder Network program developed by AT&T. This gives us the ability to prioritize cellular and internet communications during an emergency. We can request equipment and resources from FirstNet to improve cellular communications and services during an incident.

### Life Support and Fuel Supplies

Ceres comes to the project self-sufficient and ready to help in many ways, including the provision of basic necessities. Due to the uncertain nature of room and board, Ceres mobilizes with life support for our crews and for some subcontractors. Additionally, if Lake County seeks assistance in provision of basic needs of water, food, shelter, and ice, Ceres can supply these services, as we have done in the past in other locations.

Following the landfall of Hurricane Katrina, Ceres' crews arrived with their own housing (travel trailers and RVs). We proceeded to supply life support of temporary lodging, meals, showers, and bathrooms to 400 people. We are also capable of providing onsite fuel delivery for both the fleet of Ceres owned equipment and our subcontractors, as well as County fleets.

### Debris Management Sites (DMS)

When a DMS is established, a Site Plan will be developed for each site, and include, but not be limited to:

- A description of project operations
- Site layout
- Environmental factors
- Site photographs

Additional sub-plans that may be incorporated as necessary in the Site Plan include:

- An **Environmental Protection Plan** that addresses storm water protection, hazardous waste, soil, and leachate draining from the debris stockpiles, site operations, and the proximity of truck traffic to waterways.

- A **Dust Control Plan** that will address prevailing wind directions and location of developed areas as it relates to site design. Methods of mitigation will be specified such as the use of water trucks on access roads.
- A **Traffic Control Plan** that considers the number of trucks per hour entering the DMS and the type of public access control (if authorized). All-weather access roads into and out of the site will be needed to maintain a seven-day per week operation.
- A **Site Safety Plan** that complies with the Ceres Company Accident Prevention Plan (available on request) and applicable OSHA requirements. Security will also be addressed in the Site Safety Plan.
- A **Fire Prevention Plan** that will follow the provisions of the National Fire Prevention Code and in particular, codes that specifically address woodchip storage. All equipment will have fire extinguishers that meet NFPA No. 10A-1970.
- The **Production Plan** will designate how machinery will be utilized on site and will describe site management/operations and anticipated production rates. Each load received at the site will be inspected prior to off-loading to determine load size and the presence and type of any contaminants. Contaminated loads will be separated for further sorting and appropriate processing or disposal.
- **Other plans may include** Truck Routes and Access; Site Staffing and Assigned Duties; Debris Separation and Hazardous Waste Handling plans.

#### DMS Construction Timeline

Each designated Debris Site Manager will commence construction of their respective DMS within 24 hours of notification. DMSs will be fully operational within 48-72 hours of Notice to Proceed. The Project Logistics Manager is responsible for ensuring gravel for access and internal haul roads and dump pads, prefabricated inspection tower kits, erosion control materials such as silt fence, straw bales, coir fiber, and geomembrane liners for hazardous waste containment areas are available on site within 24 hours of notification. Additionally, portable truck scales may also be requested at the direction of the County.



A water truck sprinkling to control dust on an access road.

#### Emergency Roadway Clearance and Debris Removal Phase

The following information outlines a generic plan for responding to debris-generating emergencies. Please note that this general summary is not specific to a particular type of disaster event. This phase encompasses the majority of the physical work of the project. It also generates the most records including load tickets and logs of various kinds. This is also the phase where careful planning pays huge dividends.

#### Emergency Road Clearing-Cutting and Pushing Public Right of Ways

When emergency road clearing is required, separate crews will be allocated and will be available within hours following an event. Ceres typically mobilizes this equipment pre-event based on weather forecasts. Cut and Push Crews will be prepared to work 24-hour shifts (with rotating personnel).

Cut and Push Crew typical configuration is:

- One front-end loader 4/1 bucket (or equivalent) with experienced and qualified operator
- Up to two transport trucks approximately 30 cubic yards with operator(s)
- Two laborers with chain saws and rakes
- Two flag persons
- One Bucket Truck with an experienced operator or climber (optional based on need)
- One Foreman with cell phone and pickup

The number of Cut and Push Crews will be determined by the County. Ceres owns 26 wheel loaders (with appropriate grapple attachments) and has additional subcontractor supplied pushing equipment.

Ground personnel will be supplied with sufficient types and quantities of tools and materials to effectively push the debris to the roadside to clear routes for emergency traffic. In the event debris cannot be pushed aside, it will be loaded in trucks and transported to nearby off-street locations for temporary dumping, to be picked up later by the normal debris clearing crews. When each assignment is complete, Ceres' crews will contact the County's dispatcher to obtain authorization to proceed to the next assignment.

### Debris Collection

Crews will be dispatched to begin work within two days, and according to the County's priorities and the removal schedule adopted in coordination with the County representative. At the direction of the Ceres field supervisor each assigned debris removal crew will service each assigned road or right of way. Daily meetings will be conducted at 7:00 AM between the County and Ceres. Zones and Sections will be identified and prioritized. Progress will be updated and reported to the County at the close of business each day. Additional passes will be conducted prior to project completion in agreement with the County or per contractual requirements, to ensure adequate time has been scheduled for residents to move their debris into the right of way.



A Ceres self-loader with a trailer making pickups from the ROW.

A typical crew will be comprised of:

- One Knuckleboom Loader (or one 4-cubic yard wheel loader with grapple)
- One Bobcat with grapple
- Two laborers with chain saws and rakes
- Two flag persons
- One Foreman with cell phone and pickup truck (one foreman/ three crews)
- GPS Tracking and Navigation Aids
- Three hauling trucks or trailers (30 - 50 cubic yards). Additional/large capacity trucks may be added for longer hauls.

First preference will be given to hauling vehicles best suited to local conditions. Knuckleboom self-loaders are efficient, but in areas with narrow streets or limited overhead clearance, they are too large to be effective. In tight areas, pickup trucks with dumping trailers minimize traffic disruption and potential damage. Crew and overall debris collection production will be monitored on a daily basis. The Project Manager will alter crew composition and overall number of crews as necessary. Self-Loaders may work singly or in conjunction with dump trucks. In accordance with FEMA guidelines, hand-loading will not be allowed or tolerated in any circumstance. Ceres owns 13 Self Loaders (Knucklebooms) and has access to many more through our subcontractors. Following Hurricane Irma, Ceres bought additional knucklebooms to ensure immediate response to our clients.

A minimum of one **Hot Spot Crew** will be assembled for each zone during this project. The crew(s) will commence operations within 24 hours of the notice to proceed. The typical crew will consist of:

- One Knuckleboom or self-loader
- Three Laborers (one sawyer and two Flagmen)

Work zones will move as the debris is cleaned up from the streets and boulevards. When the work zone is located on or near a heavily traveled roadway, it will require additional flag persons, additional signage, and/or assistance from local law enforcement agencies. The crew foreman will monitor the work zone and all other aspects of crew operation.

### Hazardous Tree, Limb, and Stump Removal

Ceres employs crews with professional tree climbers and aerial equipment such as bucket trucks to remove hazardous hanging branches and leaning trees (“hangers” and “leaners”). Ceres has performed this work on previous storms with an excellent safety record and with an excellent damage record. In response to Hurricane Katrina, Ceres was responsible for trimming and removal of trees in all of Jefferson Parish, LA amounting to 18,599 trees.

### Flooding

Ceres expects flood recovery work when a client has significant land area in a 100-year flood zone, and when rivers and other waterways pass through the area to be cleaned. Flood recovery work generally requires specialty equipment, such as long-reach excavators, floating excavators, and a greater amount of tracked skid steers. Wheel loaders with buckets and grapples are often used to remove debris that may fall apart if picked up by a knuckleboom loader.

Ceres has surveyors and other specialists on staff who can determine which flooded areas will be likely to drain first so we can plan and allocate equipment based on those studies.

Although some of the same types of debris are removed in flood and non-flood disaster recovery, typically storms with heavy rainfall increase the amount of construction and demolition debris when compared to vegetation. Also, the timeline is longer in flood situations because standing water takes time to recede. The debris removal may also be more complex as it can involve partial or full demolition of structures. For example, in a post flood situation, a house may have sheetrock walls that must be inspected by an expert who determines that sheetrock must be removed. After removal, the debris may be left on the right-of-way in loose piles. These piles will probably present more difficulty in loading than vegetative debris, or a pile of wind-blown privacy fence, because the waterlogged debris may have no structural integrity and will fall into pieces when picked up. For this reason, the types of equipment may be different in flood situations, with wheel loaders and dump trucks more prevalent and self-loading knucklebooms less prevalent than in a non-flood storm. Ceres owns nearly all types of equipment used in flood recovery, and we have subcontractors who specialize in flood disaster recovery.



Flood debris from 2016 Louisiana Floods

Ceres has a special hazardous materials (HAZMAT) team that specializes in preventing the spread of contamination and infestations of rodents in areas that were flooded. From experience, Ceres knows that these areas are prone to contamination from sewage, agricultural run-off, mold, and chemicals, they are also prone to rodents. Ceres plans to concentrate heavily on these areas to limit the spread of contaminants and to limit the breeding of rodents and pests. Once the determination is made in conjunction with local officials and the EPA, if applicable, Ceres will utilize its special teams to target these areas.

Following Hurricane Katrina, for example, Ceres made weekly passes in some formerly flooded areas, and “mirrored” or “paralleled” the municipal sanitary waste teams. By doing this, neighborhoods were kept clean on a weekly basis so that pests could not be alternately supported by garbage and flood debris—instead all potential habitat or food for pests was removed frequently to ensure a safe neighborhood.

Pathogens are also more of a problem in flooded areas. Water promotes the growth of undesirable organisms, and it also facilitates transfer of bacteria that exist in an environment to humans working in that environment. Our corporate health policies address hazards of working in a flooded disaster environment, and Ceres uses procedures including additional immunizations and additional personal protective equipment such as waterproof clothing and footwear, face shields and respirators (air filters) to minimize hazards of flooded areas.

Flood situations may also generate other types of task orders, such as pumping water or clearing catch basins. Ceres is ready for these sorts of eventualities in the County. If a storm leads to flooding, we are

prepared to transfer our debris management sites and equipment staging sites to higher ground using identified alternative transportation routes if necessary. Ceres also has several barges, dredging, and water salvage companies on hand as subcontractors if the need arises.

### **Certification of Maximum Volume Capacity of Hauling Trucks/Trailers**

Prior to initial use, authorized Ceres personnel and Lake County representatives will inspect hauling trucks. Only pre-approved trucks will be received at the DMS. Approval will include documentation of truck identification and insurance, safety requirements, and measured cubic yardage capacity. A unique approval number will be assigned to the truck and posted on the truck along with measured capacity. All units hauling debris are required to be “measured in” prior to commencement of work. The hauling unit/truck/trailer certification procedure is mandatory and will be administered by quality control representatives of Ceres and the County. A Truck Certification Log Sheet will be created for each hauling unit/truck/trailer. Unit specific information along with Year, Make, Model, Address, Photograph, License Plate information, Driver Name, and signatures will be recorded on the log. At this time, a unique identifier will be assigned to the unit. Truck Certification Logs will be maintained by Quality Control Staff. The log will be maintained and available to DMS inspection personnel regarding truck approvals, approval number, capacity, and other pertinent information.

The unique truck/trailer identification number and its maximum carrying capacity are written with permanent marker on Ceres placards that are mounted on both sides of the truck/trailer. Ceres uses pre-printed labels with our name and blocks for the assigned identification number and measured volume. These labels cannot be removed without destroying the label. All equipment is subject to further inspection by the County at any time during the project.



Placarding a truck.

### **Work Locations**

Dispatch records will be maintained for the duration of the project. Records will include date and time of dispatch, crew and unit identifier, and status of assigned section (In Progress, Completed). Typically, one contractor will be assigned to a given section. Sections may be comprised of individual developments or combinations thereof. Accurate and thorough Dispatch Logs enable the identification of any potential issues and the responsible party.

Prior to the assignment of sections to crews, each section/subdivision will be inspected by Ceres Field Personnel to ascertain the optimal crew configuration/type (Self Loader, Wheeled Loader with Dump Trucks, High-Capacity Trailers, or other combinations of equipment). Classification of sections maximizes production and minimizes potential damage to property. Additionally, all supervisors will conduct weekly toolbox meetings and develop activity hazard analyses in compliance with the corporate Health and Safety Plan.

### **Field Management**

Regular and effective communications are critical to the rapid dissemination of appropriate and accurate data to both the County Management Team and the Ceres Management Team. As the project progresses, the needs of the County may change and resource requirements may need to be reassessed. The original plan, therefore, may need to be modified. In order to ensure effective and efficient execution of all fieldwork, the Ceres team, from Site Managers up to the Project Manager, will meet on a daily basis. The Project Manager is responsible for coordinating the daily scheduling and dispatch of cleanup crews with the County and will meet with the designated representative on a daily basis. The Site Manager is responsible for management and operation of a reduction site, loading sites or any other work site. The Site Managers report directly to the Sector Manager, who reports to an Area Manager, who reports to a Project Superintendent, who reports to the Project Manager. Depending on the scale of a disaster, the number of managers assigned to the Ceres Team will vary depending on local conditions. Foremen at the reduction site(s) and for the collection and hauling activities are responsible for crew supervision and report to the Site Manager.

Each Site Manager ensures that their crew operates in an efficient manner and is responsible for documenting and inspecting work performed. Site Managers document safety meetings, equipment safety inspections, quantity and location of debris hauled, areas completed, and daily time sheets of personnel and equipment. Site Managers also monitor quality control issues such as completeness of cleanup and/or trimming and contract compliance.

The collection crew Foreman will be responsible for scouting future debris removal locations within the daily schedule set by the Program Manager. While scouting the zone, the Foreman's responsibilities include:

- Locating logical trucking routes.
- Identification of Sections by Crew Type/Composition.
- Locating and planning the control or elimination of hazards within the zone (such as high traffic areas). Preference will be given to Self-Loaders to ease traffic congestion and minimize damage.
- Advising the Site Manager of any anticipated difficulties or hazards.
- Determining and obtaining resources necessary to ensure a steady workflow.

At the end of each shift, documentation of work completed will be tabulated by the administrative staff and used to schedule the next day's work activities. At this time, any daily reports required by the County will be produced.

### **Scheduling Control Debris Collection**

During post-award preparation the Project Manager obtains maps detailed enough to provide individual debris collection crews address block information. Maps will be divided and identified according to Districts, Sections, and Developments or Address Blocks. The Master Debris Management Map will be located in the Emergency Response Mobile Command Center. Individual developments or address block maps will be reproduced on 8.5" x 11" paper for use in crew dispatching. Each Site Manager will be provided with a binder containing all the development/address block maps for the event's entire area.

The Project Manager will be responsible for the assignment of Districts, Sections, and Developments or Address blocks to subcontractors and their respective crews. A written master assignment file will be maintained in the Emergency Mobile Command Center and will be updated as changes or additions are made. The dispatcher will be responsible for dispatching crews to their assigned areas utilizing the master assignment file. Subcontractors and their respective crews will not be permitted to have more than two open assigned areas. Communication between the subcontractors, their respective crews and the dispatcher will be via radio or telephone. Upon completion or near completion of an assignment, it is the responsibility of the crew leader or subcontractor to request an inspection. The dispatcher will forward this request to the debris collection superintendent or area manager for action. The debris collection superintendent or area manager will coordinate an inspection with a County designated representative.

Once an assignment has been completed and inspected, a new area will be given to the subcontractor. Depending on the size of the subcontractor and/or crew, areas may be as small as address blocks or developments up to portions or even entire Sections. Crews will not be permitted to leave their assigned area and move to another work area until all work is completed as required and the area inspected, and authorization received from the Site Manager. The dispatcher is responsible for continually updating crew locations. At the end of each shift, the dispatcher will provide the field managers with a list of crews and their current locations. Subcontractors and crews are prohibited from collecting debris from outside of their assigned areas. The County field representatives will be provided with updated crew assignments daily.

### **Project Manager**

The Project Manager (PM) will serve as the principal point of contact between Ceres and the County Operations Manager. The assigned PM will be knowledgeable about all facets of Ceres' assigned tasks and will have executive project responsibilities. The PM will have written authority to sign for the corporation in matters relating to this project and the County.

Upon receipt of a Notice to Proceed, the PM will be on call 24 hours per day, seven days per week, and will have electronic linkage capability for transmitting and receiving relevant contractual information. This linkage will provide immediate contact availability via cell phone and fax machine and have Internet capabilities. The PM will participate in daily After-Action Reviews and disaster exercises, functioning as a source to provide essential element information. The PM will report to the County Operations Manager on an “on call basis” and be capable of responding within one hour of notification.



The PM will ensure that all County event goals and priorities are met and will have authority to make executive decisions regarding the project. The PM will work out of Ceres local disaster office and will meet with his support staff and crew leaders at the end of each day to review progress and set goals and priorities for the following day.

### Field Supervisors/Crew Leaders

Ceres Site Managers are responsible for ensuring safe and healthy work environments exist during all operational phases. The Site Manager’s specific daily Health and Safety and Operations responsibilities include:

- Monitoring and Inspecting Heavy Equipment Operators, Truck Drivers, and Traffic Controllers in the safe operation of their specific area of responsibility using the proper tools and in accordance with the safety procedures and guidelines outlined in EM 385-1-1 and CFR 29 Par 1929 and 1910. It is important to note that a debris clean-up operation exposes the general public to the numerous hazards involved in debris collection and removal.
- Enforcing the use of proper guards, controls, and work practices. Monitoring each feature of work for human, situational, and environmental factors that could cause accidents.
- Locating compiling contact information for area medical facilities. Crew Leaders will be equipped with a pager and a cellular phone in case of emergency.
- Supervising and evaluating overall worker performance, including safety.

Crew Leaders document daily production to monitor and ensure the most efficient operations. The information they are to record includes:

- Cycle Times of Trucks
- Loads per Hour
- Production

Crew leaders are also required to make sure that safety gear is provided and that it is adequate for the hazards involved and enforce proper use and wearing of protective gear. Accidents will be recorded and reported on the Supervisor’s Accident/Incident Investigation Report by the Crew Leaders.

Daily records submitted up the chain of command to the Project Manager will include:

- Sub-contractor/Employee Name
- Equipment Number
- Type of Equipment
- Hourly equipment documentation, downtime, lost time, and sick time

All accident/incident reports are forwarded through the Health and Safety Manager to the Health and Safety Officer (HSO). The HSO notifies the PM, who in turn informs the County Operations Manager and implements all procedures as set forth in the Ceres Health and Safety Program.

### Description of a Typical Workday

It will be the responsibility of the Sector Manager to schedule and coordinate the location of a particular crew and equipment necessary for its job function to its location through direction to the Field Supervisors. This will take place through schedule planning from the previous day. The Field Supervisor will notify members of the crew of the start time, specific job function, and location where he/she is to report. At the beginning of the day each field employee will sign in a daily time sheet, the location according to zone (if the zone changes during the course of the day the employee will document the new location), the phase of work he/she is performing, and the unit number and beginning hours of the piece of equipment that he/she is operating (if applicable). The employee responsible for loading trucks and truck drivers will keep a running tally of the loads they complete from each particular zone over the course of the day. It is then the responsibility of the field employee to perform an inspection of the piece of equipment and inform the crew Foreman so corrective actions may be taken. The inspection will be documented on a punch-list that is supplied on the employees' daily report. After inspections and documentation are complete, the crew will begin removing the debris from their zone assigned.

Two flagmen will be placed on each end of the work perimeter to meter the flow of traffic into the work perimeter. If debris is to be moved across the roadway, the flagmen will stop all traffic. When the loading of a truck is completed, the flagmen will also stop traffic while the truck moves out of the controlled area. During the work, the flagmen will be equipped with two-way radios to coordinate the direction of traffic. Additional trucks staged for loading will all be stationed to the side of the roadway from which they will be loaded so they will not obstruct incoming traffic to the work perimeter. When loading is completed, the truck will leave the work area.

The trucks will be placed in single file to the rear of the Knuckleboom loader. As each truck in the queue is loaded and departs for the dumpsite, the next truck in line backs up to the loading perimeter. The Knuckleboom loader will load from piles that are staged by two front-end loaders working ahead of the Knuckleboom loader to limit the amount of movement of the Knuckleboom loader during the course of the day. When self-loading trucks (self-loaders) are in use, those trucks will be directed to an appropriate location within the work perimeter where they can begin loading immediately.



The front-end loaders will stage the material from the area between the sidewalks and the street into staging areas on the side of the street. If the crew is working in a high traffic area, then this method will not be incorporated – rather the staging will be done completely on one side then staged completely on the other side. When the Knuckleboom loader encounters material difficult to handle (such as chunk wood), the Front-end loader will assist in performing the loading.

Two laborers trained in the use of chain saws will assist the Knuckleboom loader. They will rake and clean up the area of the pile. When oversized material is encountered, the laborers will use chainsaws to reduce its size. The laborers will also assist the truck operators in staging for the Knuckleboom loader, notifying when loading is completed and for obstructions to and from the loading area.

The crew Foreman will be responsible for scouting future debris removal locations. He will utilize maps to locate the perimeter of the zone to which he is assigned. While scouting the zone, the Foreman's responsibilities will include:

- Locating logical truck routes.
- Plotting a logical and efficient direction for the crew.
- Locating and planning for hazards within the zone (such as high traffic areas).
- Notifying his Supervisor and Sector or Area Manager of hazards in a timely fashion so the hazard can be avoided if possible or mitigated if necessary.
- Identify plan for and obtain the necessary resources for a steady workflow in future locations of the work zone.

At the end of each shift, crew employees will complete their time sheet by entering in the time the shift ended, the ending hours on the equipment they utilized and the number of loads they either hauled or loaded. They will deliver this timesheet to the Foreman before leaving the shift. The Foreman will compile the labor information to a daily worksheet, along with Purchase Orders, trucking that was utilized and number of loads hauled, equipment utilization, and a briefing of the course of the day describing any problems that arose, and solutions implemented, and areas worked. The Foreman will then turn in the reports for the day. The following topics will be discussed with the management team:

- Changes in time for completion
- Changes in cost objectives for the project
- Changes in operating policy
- Changes in the technical specifications for the projects
- Changes in methods
- Changes in needs
- Revised activity plan estimates
- Failure of suppliers or contractors to deliver on time
- Reassessment of resource requirements on individual activities
- Inability to utilize resources as planned
- Unexpected technical difficulties
- Unexpected environmental conditions
- Scheduling needs
- Performance of work per zone or region
- Unplanned costs
- Any problems or future problems pertaining to the project

After the meeting is adjourned, the Project Manager (PM) will collect all the data. The next business day the data received, and the daily reports will be entered into a computerized database. These reports will be evaluated by the Disaster Response Business Unit Director and discussed with the CEO and the PM. The data will be used in weekly reports that itemize costs per region and code and weigh them towards the projected costs and schedules of the project. These reports will be submitted weekly to corresponding company divisions along with reports submitted to the County. It will be the responsibility of the PM to utilize the minutes of the daily meeting and the information from the reports to make daily assessments of the schedules of each individual crew. The PM will also have daily meetings with the County regarding performance and schedule issues of the project. This meeting will cover the customer needs of each zone, projected costs and scheduling of assigned zones, priority of zones, and work to be completed.

### **Geographic Area Management**

Every area has its own unique geographic characteristics that define the parameters of the response. An urban area, smaller municipalities, and rural areas offers different challenges to the successful completion of a disaster recovery mission. Traffic is always an issue that must be addressed, especially when working in and around waterways. Bridges are natural bottlenecks, and our experience has taught us, the less they are used during the transportation of the debris, the better. Ceres is always aware that our disaster recovery work is not the only thing utilizing the transportation system. Through the selection of strategically located DMS, our haul trucks should have minimal impact on these areas, as the haul zones are designed to keep the trucks working close to each DMS. In the successful completion of our Hurricane Katrina disaster recovery operation in Louisiana, we worked with all these geographical characteristics and traffic never became an issue because the zone design and DMS locations worked together as intended. All impact sensitive areas, such as waterways, parks, forest land, and reserves will be dealt with in an environmentally appropriate manner.

### **Debris Management Sites (DMS)**

Ceres will utilize the DMS identified by the County. If additional sites are required, Ceres will work closely with the County to secure leasing agreements and permitting for additional facilities. The state or local environmental authority would be notified, and the required information submitted by Ceres.

Ceres will provide sufficient equipment and personnel to process, by burning (if allowable) or grinding, a minimum of 210 and up to 500 cubic yards of debris per hour per crew. Each DMS would generally include the following equipment:

- One Grinder, either horizontal or tub (depending upon needs/specs), and/or Air Curtain Incinerator
- Two Backhoes with grapples
- One Wheel Loader with rake
- One Wheel Loader with a light materials bucket for loading mulch
- One Maintenance Truck
- One Water Truck
- One Road Grader (optional)
- One Inspection Tower
- One Hazardous Materials Containment Area
- One Foreman with cell phone
- Four walking floor trucks (120cubic yards) for hauling mulch
- Additional Equipment as determined by the Contract and Site Manager

During work for the USACE in Louisiana after Hurricane Katrina, we performed debris removal operations in 11 Parishes, and operated 54 DMS/final disposal sites, simultaneously.

One operator will be assigned site maintenance duties and will operate the Motor Grader, Water Truck, and Low-bed Trailer. This operator's primary duty is to ensure use of the roads by the dump trucks and maintain dust and fire control. The Loader with blade will have intermittent general site maintenance duties and will keep areas around the burn pits, ash storage, and grinding areas clean.

Ceres will construct a hazardous materials containment area at each DMS measuring approximately 30' x 30'. Typically, the perimeter will be lined with hay bales and staked in place. The area will be lined with heavy gauge plastic (10 mil or greater) to provide a waterproof barrier. A plastic cover (10 mil or greater) will be used to prevent rain from entering the containment area. Site run-off is redirected away from the containment area by site grading. Hazardous materials that are encountered during cleanup operations will be staged in this area. Such materials will be properly disposed of in a timely manner.

### Inspection

DMSs will be the point of inspection and load volume estimation by the County or their designated representative. Inspection towers will be used to observe and record all trucks entering and leaving the DMS and document their loads. The tower will be 10 feet above the existing ground elevation, with a wooden handrail and steps to provide access and constructed of pressure treated lumber. The floor area will be 8'x8', constructed of 2'x8' joists, 16" O.C. with 3/4" plywood supported by four 6"x6" posts. The perimeter of the floor area will be protected by a 4' high wall constructed of 2'x4" studs and 3/4" plywood. The entire floor area will be covered with a corrugated tin roof. The roof will provide minimum 6' 6" headroom below the support beams. The inspection tower will be large enough to accommodate a minimum of three people simultaneously.



County Monitors/Inspectors will inspect each load to verify that:

- The truck has been pre-approved and measured.
- The load is eligible.
- The 'percentage filled to' figure is determined and noted on each individual load ticket.

The Monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The Monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The Monitor will complete the load ticket presented for each load delivered to the site.

After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the Hazardous Toxic Waste Specialist, staged in the Hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.

### **Load Tickets and Reporting**

Ceres uses preprinted, five-part carbonless, color-coded load tickets. The tickets are available for use on this project if approved by the County. Each ticket has a unique serial number and ample space to record information such as: contractor, date, truck number, load size, driver, and type of material, origination, dumpsite, time, GPS Location, and inspector. Ceres uses a custom Access database program to record ticket information. The entry screen follows the format of the load ticket which greatly speeds up data entry. Tickets are easily verified and combined with a truck inspection table contained in the same database. One data entry clerk with minimal training can enter 700 load tickets (the equivalent of about 21,000 cubic yards) per day. Access also contains powerful report features that aid in ticket reconciliation and truck verification. Data is easily converted between Excel and Access for reporting purposes.

### **Material Separation**

Due to the nature of these operations, material separation is required to properly and efficiently process debris. Collection crews will separate non-grindable debris to the maximum extent possible during collection and loading operations. The inspection tower will also assume responsibility for the separation of loads containing contaminants or non-grindables. Those loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then dumped in designated and appropriately lined/fenced areas at the DMS until final disposal.

Metal contaminants will be separated and baled or otherwise processed for recycling. Concrete will be separated and transported to a recycling facility and may be crushed prior to transport. Glass, plastic, and other materials will similarly be separated and recycled to the maximum extent possible. Debris that cannot be processed or otherwise recycled will be disposed of at an approved and lawfully permitted construction and demolition final disposal site.

### **Volume Reduction by Grinding**

The wheel loader with rake will push material designated for reduction to the grinder. Great care should be taken to keep the debris free of dirt before processing with a grinder/chipper; this both maintains the value of the product and reduces the cost of grinding. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion.

Horizontal grinders, having a predominately closed grinding chamber, can operate with a minimal exclusion zone projecting out at a 45-degree angle at a distance of 250 feet from each corner of the in-feed conveyor. Tub grinders, if used, will operate with an exclusion zone of 300 feet on the "kick" side of the grinder and 50 feet on the "non-kick" side. Grinders will be shut down in a full tub condition to minimize debris ejection. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. Lockout/tagout procedures will be used on grinders and strictly enforced. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs.



### Volume Reduction by Burning

The loader/rake will push clean debris in the direction of the burn pit, taking great care to keep the debris free of dirt. Once the debris is piled in the vicinity of the burn pit area, the backhoe with thumb will feed the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps.



The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure. Prior to removal of ash debris from the air curtain incinerator pit, the material will be wetted. Ash stockpiles will be at least 100 feet away from any debris stockpiles.

### Final Disposition

Separated, processed non-grindables will be recycled to the maximum extent possible and practicable. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Documentation will be retained regarding total type and amount of materials recycled and each recycling destination.

Clean woody materials will be processed to generate mulch. Live bottom trucks loaded with a rollout bucket-equipped wheel loader will be used to haul mulch to the final disposal site. Mulch hauling will be performed simultaneously with grinding. Mulch will be applied or disposed of at a site(s) approved by the County, as appropriate. The handling of Incinerator Ash Material will comply with all federal, state, and local requirements and the Incinerator Ash Material Management Plan.

### Work Hours

Collection crews will typically work up to 12 hours per day, seven days per week unless otherwise specified or limited by contractual requirements. For safety reasons, collection crews will work during daylight hours only. Debris processing sites typically operate 24 hours per day, seven days per week if sufficient lighting is provided during evening hours, unless restricted by the contract.



### Traffic Control

As discussed in other sections, Ceres requires and will provide certified traffic control personnel for debris collection, transportation, and processing operations. Competent and qualified personnel will be trained in traffic control procedures and will be provided necessary safety equipment and communication devices. Traffic control personnel will generally be placed at either end of a work zone to properly control the flow of traffic into and out of the work zone.

### Site Restoration

The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the Restoration Plan will include requirements for achieving ground cover through topsoil and seeding specifications. Other requirements may be mandated by the Erosion Control Plan, such as maintenance of straw bales, retention ponds, or erosion control fencing until ground cover is established. An outside independent party may be employed to conduct a post utilization environmental survey to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

### Demobilization Phase

The PM prepares a demobilization checklist that includes a punch list of items to be completed by staff. The Punch List may include items such as arrangement for future maintenance of erosion control measures. The PM and staff are also responsible for final report to the County which includes lessons learned and results of operations.

### Documentation – Field Operations

#### Production Reporting

Ceres has developed specific internal procedures to ensure proper audit-quality documentation of daily project activities is captured and provided to the County. This includes project tracking forms, load tickets, truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. Other reports are prepared and submitted to document project activities, progress, and quality control.

### Quality Control

Daily Contractor Production and Quality Control reports will be completed each day of work and available the following work morning to the County. Original reports are maintained in the Mobile Command Center and daily reconciliation reports are generated to verify information reported on load tickets to information reported on daily production reports. The Project Manager and Project QC Manager will monitor information contained in the Daily Quality Control reports to ensure project activities conform to contractual requirements and that an acceptable level of project quality and workmanship is provided to the County.

Formalized quality control procedures are applied to each project to ensure documentation procedures are properly and fully implemented and to ensure conformance to project specifications. All personnel, including employees, subcontractors, and suppliers are subject to the provisions of the QC Program. For each project, a Quality Control Plan is specifically developed to detail the QC organization, individual responsibilities, monitoring procedures of activities and subcontractor activities, documentation requirements for Ceres personnel and all subcontractors, control phases or procedures, and identification and correction procedures for non-conforming activities. The remedies for non-conformance include termination. Exceptional quality control of each project promotes efficiency and avoids investigation and other potential losses.

Documentation
<ul style="list-style-type: none"><li>• The zone, Section number, and street where debris removal operations were conducted and/or completed.</li><li>• The total number of personnel engaged in debris management and position or activity</li><li>• Daily and aggregated man-hours</li><li>• Then number of loaders and debris hauling vehicles in operation</li><li>• Hours of use of trucks and equipment</li><li>• The daily and aggregate volumes of debris, by type, removed and processed</li><li>• The number, name and location of each debris management site in operation to include numbers and types of reduction equipment in use</li><li>• Mulching machines in operation</li><li>• The percent completion of the project</li><li>• The estimated completion date</li><li>• Any inspections conducted by federal, state or local government agencies</li><li>• Any testing performed and/or test results</li><li>• Quality control phases implemented, as applicable</li><li>• Any corrective actions implemented</li><li>• Any damage to private property caused by contractor operations</li><li>• Any reports of damage or claims made by citizens</li><li>• Other information as may be required to fully and completely describe the contractor's daily operations</li><li>• A weekly summary of the information from the daily reports</li><li>• A final project summary report to describe all debris management activities conducted and conformance to contract specifications</li><li>• Additional information or reports as necessary to adequately document the conduct of debris management operations.</li></ul>

### Deployment of ArcGIS/Dropbox System

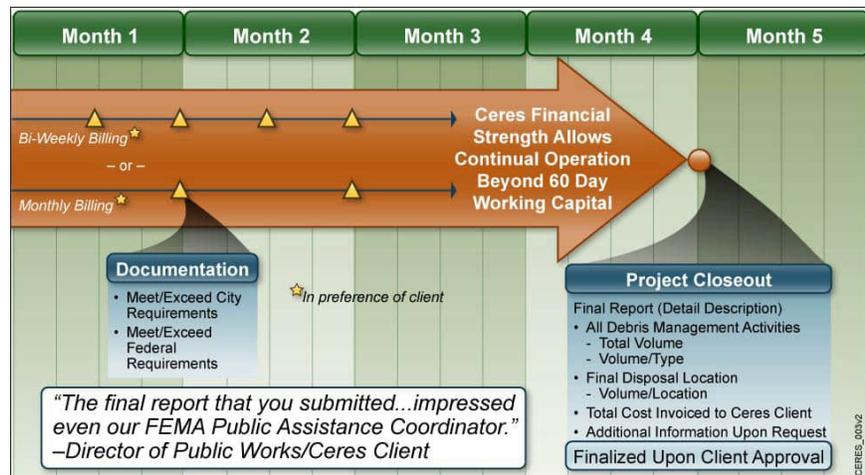
Ceres employs a customized ArcGIS/Dropbox system to assist project management in capturing initial site reconnaissance, develop situational awareness with the County, capture incidents/costs in the field and provide a valuable record to help County construct the administrative record. Field personnel are provided with tablets in the field to file reports through ArcGIS and pull up property data from Dropbox. For example, the Quality Control Form allows Ceres field personnel to document the progress each day on an individual zone. This includes pictures of collection crews work, cleared streets, missed piles and the overall progress of the zone towards completion. Ceres field personnel file various reports including:

- Safety Form
- Quality Control Report
- Zone Progress Report
- Zone Punchlist Form
- Damage Form

Upon submitting a form through ArcGIS, the form is emailed to the project management staff and auto routed to the appropriate Dropbox folder organized by Zone then Subzone or street. At any time while on in the field, personnel can access the Dropbox to review previous reports or other pertinent information. Simultaneously, planning staff, the Project Manager or designee, can review Damage Claims, Zone Progress Reports and advise the County on zone completion status and offer recommendations on the path through the project.

## Invoicing

Ceres can provide invoices to the County on a bi-weekly, semi-monthly, or monthly basis. With each invoice, appropriate documentation will be provided relating to the services provided during the invoice period. Documentation will meet the County requirements and the federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the County in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the County throughout the invoicing and reimbursement process long after the work has been completed.



## Reimbursement Assistance

Ceres is trained and experienced in providing the necessary documentation and assistance toward the preparation of reimbursement claims (Project Worksheets) for the County. If needed, Ceres will provide the County with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Ceres' careful attention to documentation and strict quality control procedures will aid in the acceptance of a claim for reimbursement.

Throughout Ceres' history, no governing entity has been denied reimbursement for work Ceres has performed.

## Program Management Assistance

Ceres is experienced and trained to provide all the following services to the County:

- Project Worksheet (PW) writing
- Assistance with estimating debris volumes for Initial Damage Assessment (IDA) report
- Expenditures eligible for reimbursement
- Recovery Process Documentation
- Recovery Process Oversight
- Review of records system for applicability to federal and state requirements
- Orientation and training of County personnel on documentation requirements
- Claim documentation

## Project Closeout

A final report will be submitted to the County upon project closeout. Ceres will prepare and submit a detailed description of all debris management activities including total volume of debris by type, final disposal locations and amounts of debris delivered to each, and total cost of the project invoiced to the County. Ceres will also supply additional information upon request of the County and understands that final project reconciliation must be approved by the County.

## Debris Training Program Description

This section discusses the training requirements for all Ceres employees regarding Debris Removal and DMS Management, known as "Debris Training."

The Project Manager or his designee is responsible for the following:

- Implement and administer initial and refresher training programs.
- Determine the appropriate facility-specific training and/or orientation/briefing needed for each employee.
- Ensure employees attend required facility specific training and/or orientation/briefing.

- Ensure employees are assigned positions for which they have received training and/or orientation/briefing.

Project First Line Managers/Foremen are responsible for the following:

- Determine the appropriate facility specific training needed for each employee.
- Ensure employees are only assigned positions for which they have been trained or orientated/briefed, as applicable.

### Initial Training Requirements

There are no educational or experience entry requirements for Debris Training. Comprehension of the English language is required to attend the Debris Training. Comprehension is validated by the successful completion of this training program.

The first step in Debris Training is the designation of an employee as a Debris employee.

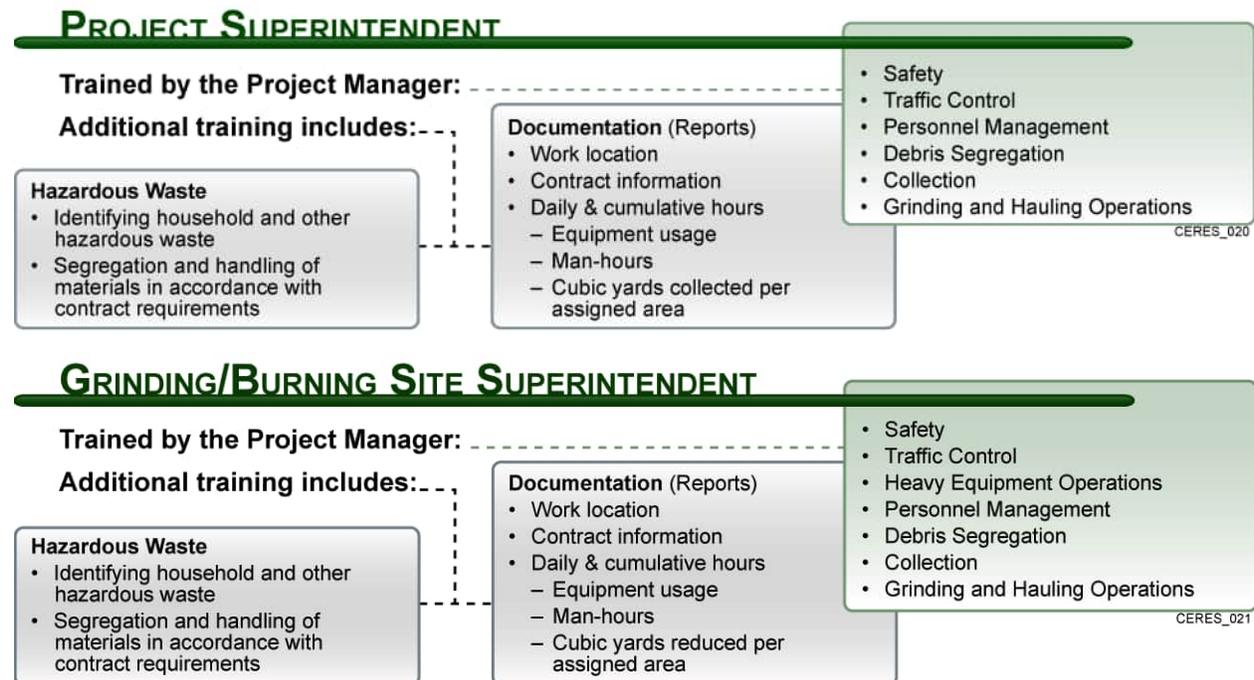
### Training Program Description

The Initial Debris Training Course uses a qualification card that includes a required 90-minute training session that covers review of the FEMA Debris Management training book E/G202, Units 7 and 8 (respectively “Debris Management Site Evaluation and Operation” and “Debris Monitoring”) and an initial safety indoctrination.

Debris Training must be completed prior to assignment and at least every two years thereafter. After the initial 90-minute training/orientation, further project-specific training is conducted by the employee’s immediate supervisor and is conducted on-the-job.

Facility specific training will be conducted regarding the TDSR Site. Topics will include Fire Prevention, Spill Prevention, Hazardous Materials Handling, Safe Operation of Heavy Equipment, Personal Protective Equipment, and Activity Hazard Analysis training.

Job Descriptions that require specific training are as follows:



## FOREMAN

Trained by the Project Manager or Site Superintendent:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

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## CREW LEADER, TRUCK DRIVER, OPERATOR, LABORER

Pre-skilled in functional areas, Separate training and evaluation

Additional project specific training includes:

- Safety
- Traffic Control
- Heavy Equipment Operations
- Personnel Management
- Debris Segregation
- Collection
- Grinding and Hauling Operations

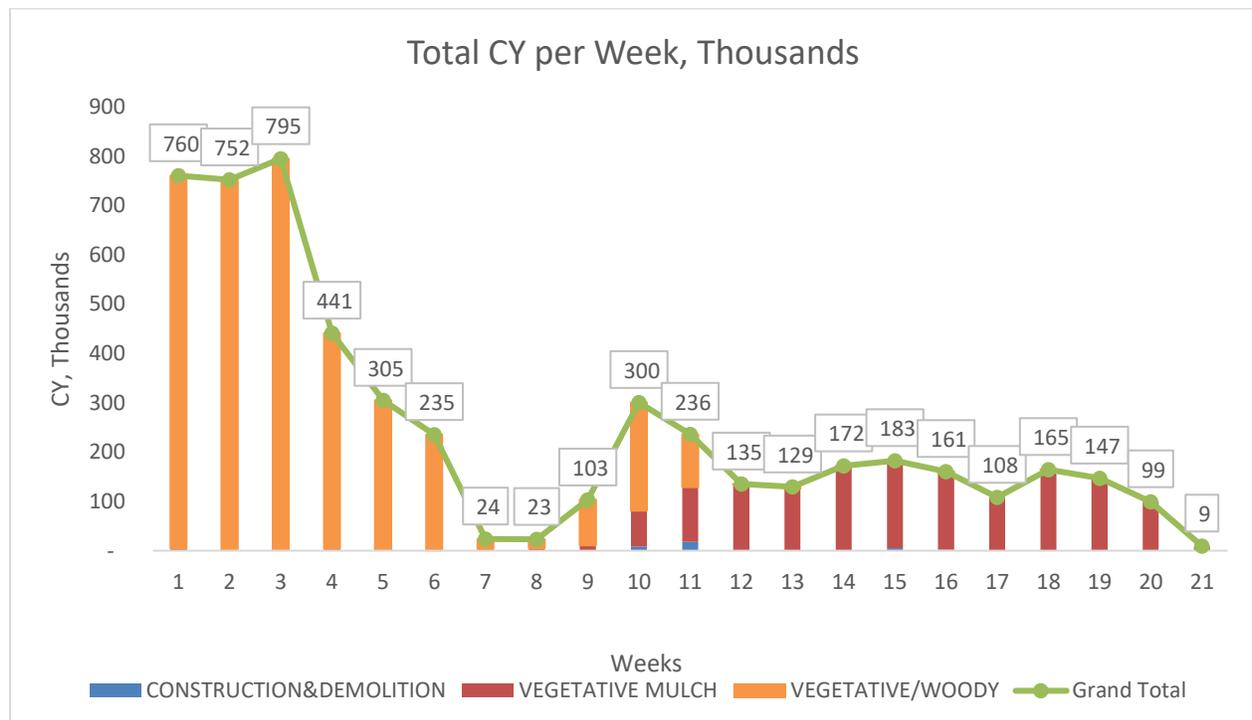
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### Potential Scenarios

Ceres is expert in quick-response service, as evidenced in a letter from the Superintendent of Public Works of Elizabethtown, Kentucky following a storm debris removal project:

“...Your representatives and employees were cooperative and responsive to our suggestions and requests regarding the progress of the cleanup. **Our town was cleaned up in an amazingly short time and our residents were very thankful.**”

Ceres is also expert in high-volume projects, as shown by our 2018 Hurricane Michael response in Southwest Georgia, where Ceres was activated by the U.S. Army Corps of Engineers (USACE). At the mission’s peak, Ceres was able to haul 140,000 CYs – 3.3% of the total project – in a single day. This was accomplished by utilizing 1,628 hauling vehicles and managing 144 subcontracts. The consistency of this type of significant progress allowed us to finish on schedule with the USACE staff drawdown plan. Ceres loaded, hauled and disposed of a total of 4.2 million cubic yards of debris.



### Ceres Production Curve: Total CY Average per Week

Ceres is accomplished in all aspects of the work described in the RFP. Some of those tasks are performed in every project, while other activities are performed only in worst case scenarios. Whether Ceres is tasked with the smallest event or the most catastrophic, Ceres has experience, and no task is too small nor too large.

As the severity of an event increases, the physical scope of work of a project will grow. A major event will require a wider variety of services, and it will also require a more complex response with a corresponding higher level of management attention. All projects, from an Event Type 1: Spot Job – Localized, or large such as Event Type 7: Catastrophic Event – Total Management –County-wide will require some basic services including debris loading and hauling. The physical actions of loading debris, cutting trees, hauling debris, reducing debris, managing, and closing out a site are similar on small and large events. The larger events also may require additional services including life support (water, ice, food), and as mentioned, the logistics and management abilities required on a larger event are at a higher level. Ceres is qualified to handle all events, large and small, as shown by our successful operations in each of the over 400 FEMA-reimbursed projects we have managed, whether Ceres handled over 13 million cubic yards of debris or less than 10,000 cubic yards of debris.

The estimated cubic yards listed below are general estimates. Likewise, **projected mobilization times and equipment usage given are general estimates.** Graphical displays of approximated past performance on similar sized projects are given as a reference.

The following pages describe 7 projected scenarios and detail projected quantities and production rates. Graphs of hauling production in cubic yards on previous projects performed by Ceres illustrate Ceres' ability to perform each scope of work in each scenario. The graphs are rough illustrations of vegetative and construction and demolition debris and may use rounded numbers. The graphs generally do not include stumps, white goods, and other types of materials. Severe one-day drops in production usually indicate a "weather day" of zero hauling for safety reasons.

It is important to note that production rates vary for several reasons. In many cases, the rate of hauling is determined by how quickly citizens bring debris from private property to the curbside. In some cases, such as in Kansas City, the city preferred very quick production. In other cases, the local government wanted Ceres' hauling crews to stay on the job for an extended time even though production was low, because the citizenry needed time to bring debris to the curbside.

Production rates in an event in Lake County will vary depending on the actual storm event and physical conditions, and also depending on the County's wishes, which may relate to how quickly residents can bring material out of their yards to the curbside. Generally, Ceres has the capacity to perform more rapidly than is preferred by the local government.

#### Event Type: 1

#### Spot Jobs – Localized

**Ceres Headquarters Office Location:** Sarasota, Florida permanent office with mobile Lake County office

**Number of TDSR Sites:** Maximum of 1, no reduction

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 1 acre or more

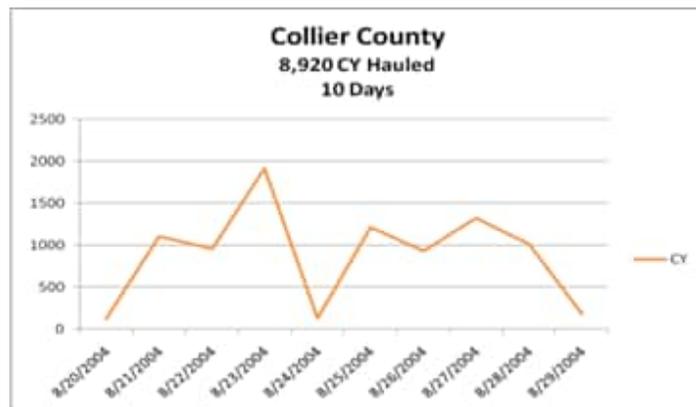
**Type of Hauling Equipment:** Knuckleboom self-loading trucks, dump trucks/trailers

**Total Expected Cubic Yards of Debris:** less than 10,000 CY

**Quantity of Hauling Equipment:** Ten trucks or less

**Time elapsed from Notice to Proceed to complete mobilization:** 100% in 24 hours

**Expected Management and Supervision Staff:** 1 project manager, 1 or 2 foremen, 1 project accountant



**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide one or more crews consisting of a chain saw crew with flaggers and self-loading knuckleboom trucks. A bobcat type loader may also be used. The crew would be supervised by a foreman who would interface with the County field representative, and a Ceres project manager would supervise the foreman and interface with the County administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Ceres will haul the debris to a TDSR site where it will be reduced by compaction ("walking" on the debris with tracked heavy equipment) and then transfer it to a recycling yard for grinding and conversion to mulch for recycling, or other method acceptable to the County.

**Administration:** All trucks would be placarded and certified by Ceres and County personnel, and each load would be ticketed by a County-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a County-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the County. Ceres, with the County's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

**Event Type: 2**

**Small Event – Widespread or County-wide**

**Ceres Headquarters Office Location:** Sarasota, Florida permanent office with mobile Lake County office

**Number of TDSR Sites:** up to 1

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 10 acres

**Type of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers

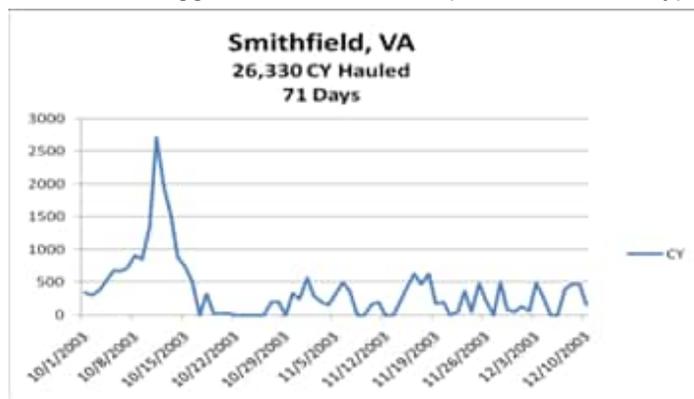
**Total Expected Cubic Yards of Debris:** up to 30,000 CY

**Quantity of Hauling Equipment:** up to 3 crews with a total of up to 12 trucks and 2 bobcats

**Time elapsed from Notice to Proceed to complete mobilization:** 100% in 24 hours

**Expected Management and Supervision Staff:** 1 project manager, 1 superintendent, 1 foreman, 1 project accountant

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide two or three crews consisting of self-loading knuckleboom trucks with flaggers and chain saw operators. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and all crews would be supervised by a superintendent who would interface with the County field representative. A Debris Management Site (DMS) will be established, a Ceres site manager will be installed who will manage the site operations, which would likely include a dozer, an excavator with grapple, a tub grinder or air curtain incinerator and dump trucks to haul out reduced debris (ash or wood chips). A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the County administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.



Ceres will haul the debris to a TDSR site where it will be reduced by grinding and then transferred by “live floor” or “walking floor” trucks with approximately 90 cubic yard capacity to a recycling yard for grinding and conversion to mulch for recycling, or other method acceptable to the County.

**Administration:** All trucks would be placarded and certified by Ceres and County personnel, and each load would be ticketed by a County-authorized monitor. All loads will pass under an inspection tower and will be “scaled” or “called” by a County-authorized monitor and the load call will be recorded on the load ticket.

Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects. Daily reports will be issued by Ceres stating the amounts of debris hauled the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the County. Ceres, with the County’s prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

**Event Type: 3**

**Significant Event – Removal, Reduction, Hauling – Woody Debris Only – Widespread or County-wide**

**Ceres Headquarters Office Location:** Sarasota, Florida permanent office with mobile Lake County office

**Number of TDSR Sites:** 2 or 3

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 15 acres

**Type of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, other

**Total Expected Cubic Yards of Debris:** up to 400,000 CY

**Quantity of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, approximately 8 crews with approximately 46 trucks total.

**Time elapsed from Notice to Proceed to complete mobilization:** 50% in 24 hours, 100% in 48 hours

**Expected Management and Supervision Staff: General Management:** 1 project manager, 1 site superintendent, 1 project superintendent, 2 foremen, 1 quality control officer, 1 administrator, 1 clerk, 1 subcontracting officer, 1 safety and health officer; plus Expected Personnel per TDSR Site: 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide several crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be



provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the County field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a

tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the County administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres’ expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

**Administration:** All trucks would be placarded and certified by Ceres and County personnel, and each load would be ticketed by a County-authorized monitor. All loads will pass under an inspection tower and will be “scaled” or “called” by a County-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the County. Ceres, with the prior approval of the County, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

**Event Type: 4**

**Significant Event – Removal, Reduction, Hauling, and Separating – Mixed Debris – Widespread or County-wide**

**Ceres Headquarters Office Location:** Sarasota, Florida permanent office with mobile Lake County office

**Number of TDSR Sites:** 3 to 5

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 20 acres

**Type of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers

**Total Expected Cubic Yards of Debris:** up to 775,000 CY

**Quantity of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, approximately 12 crews with approximately 63 trucks

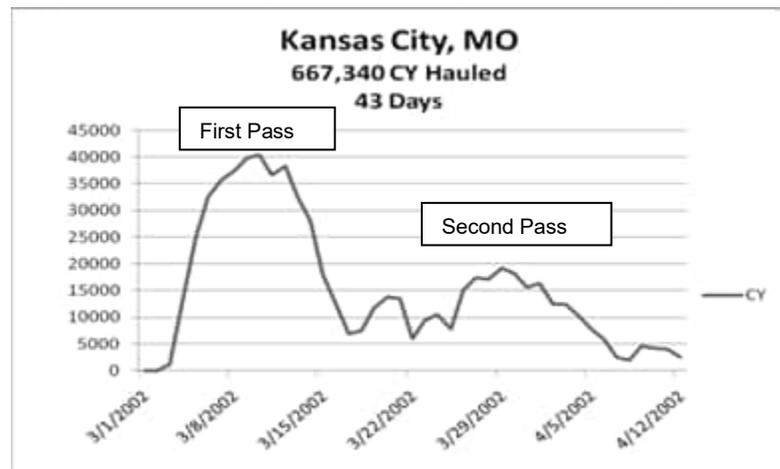
**Time elapsed from Notice to Proceed to complete mobilization:** 50% in 24 hours, 100% in 48 hours

**Expected Management and Supervision Staff: General Management:** 1 project manager, 1 site superintendent(s), 1 project superintendent, 3 zone managers, 5 foremen, 1 administrator, 1 accountant, 1 quality control officer, 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 public relations officer;

**plus Expected Personnel per TDSR Site:** 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide several crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by knuckleboom self-loading trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the County field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the County administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the County field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the County administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.



A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the County administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with County representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from County representatives.

**Administration:** All trucks would be placarded and certified by Ceres and County personnel, and each load would be ticketed by a County-authorized monitor. All loads will pass under an inspection tower and will be “scaled” or “called” by a County-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the County. Ceres, with the County’s prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

**Event Type: 5**

**Catastrophic Event – Removal, Reduction, Hauling, and Separating – Mixed Debris –County-wide**

**Ceres Headquarters Office Location:** Sarasota, Florida permanent office with mobile Lake County office

**Number of TDSR Sites:** 4 to 6

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 20 acres

**Type of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers

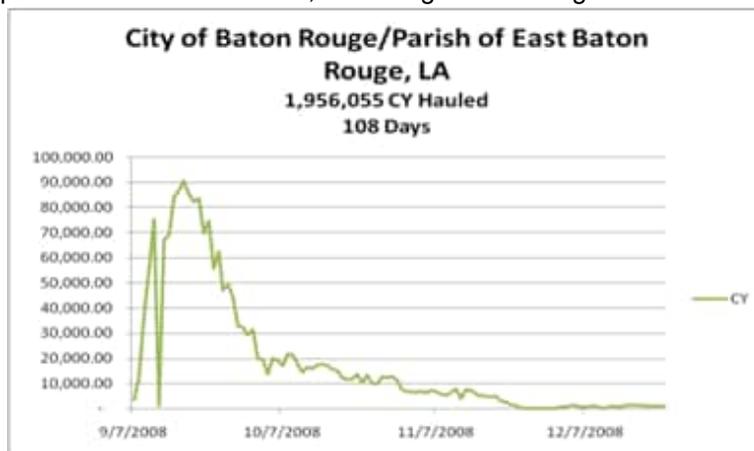
**Total Expected Cubic Yards of Debris:** up to 1,500,000 CY

**Quantity of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, approximately 32 crews with approximately 87 trucks

**Time elapsed from Notice to Proceed to complete mobilization:** 25% in 24 hours, 50% in 48 hours, 100% in 72 hours

**Expected Management and Supervision Staff: General Management:** 1 project manager, 1 project superintendent, 4 site superintendents/zone managers, 10 foreman, 1 FEMA/County liaison, 1 quality control officer, 1 administrator with 3 clerks, 1 subcontracting officer, 1 safety and health officer, 1 accountant; **plus Expected Personnel per TDSR Site:** 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 5 to 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 1 to 5 additional laborers for separation and other material handling

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling



equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by self-loading knuckleboom trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the County field representative. A Ceres site manager will be installed who will manage the TDSR site operations, which would likely include a tub grinder or air curtain incinerator, a dozer, an excavator with grapple and dump

trucks to load out. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the County administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres’ expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with County representatives to review the previous day’s progress and would assign streets and geographic territories to crews based on previous progress and input from County representatives.

**Administration:** All trucks would be placarded and certified by Ceres and County personnel, and each load would be ticketed by a County-authorized monitor. All loads will pass under an inspection tower and will be “scaled” or “called” by a County-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the County. Ceres, with the County’s prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

**Event Type: 6**

**Catastrophic Event – Site Management – County-wide**

**Ceres Headquarters Office Location:** Sarasota, Florida permanent office with mobile Lake County office

**Number of TDSR Sites:** 4 to 6

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 20+ acres (possible site layout illustrated below)

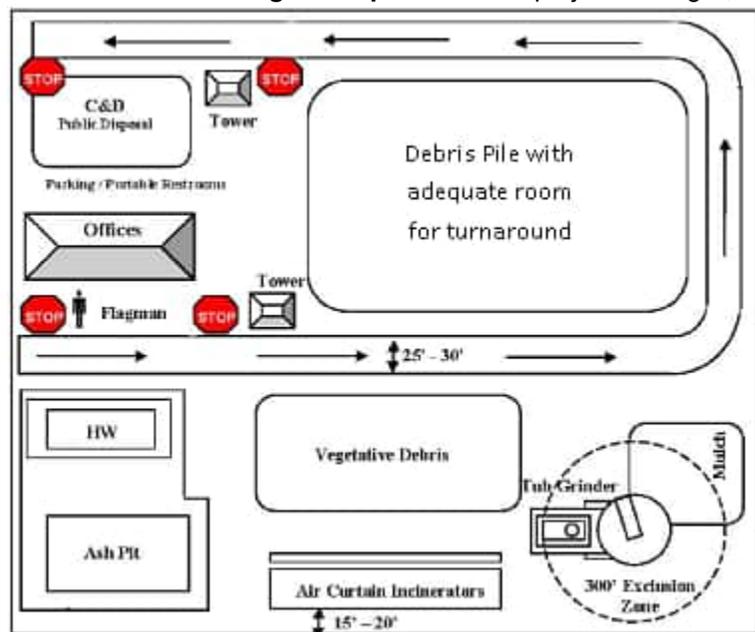
**Total expected cubic yards of debris to process and document:** up to 1,300,000

**Time elapsed from Notice to Proceed to complete mobilization:** 25% in 24 hours, 50% in 48 hours, 75% in 72 hours, 100% in 96 hours

**Expected Management and Supervision Staff: General Management personnel:** 1 project manager, 1

assistant project manager, 1 project superintendent, 1 assistant project superintendent, 1 FEMA/County liaison, 1 quality control officer, 1 administrator with 1 clerk, 1 subcontracting officer, 1 safety and health officer, 1 accountant with 2 clerks and data entry personnel as required; **Expected personnel per TDSR Site:** 1 TDSR Site Manager, 1 foreman with truck and cell phone, 1 assistant foreman, 7 or 8 heavy equipment operators, 2 to 4 flaggers for traffic control, 3 to 5 additional laborers for separation and other material handling

**Quantity of equipment per site:** 1 grinder, 2 excavators and/or backhoes with grapples, 1 dozer, 1-wheel loader with rake, 1-wheel loader with bucket, 1 maintenance truck, 1 water truck for fire suppression, 1 to 2 inspection towers, 1 hazardous materials containment area.



**Methodology for accepting and measuring of debris:** Inspection – From the constructed tower, the County’s designated monitor will determine the capacity of the truck and estimated load volume (percent capacity) and evaluate the load for contaminants requiring separation. The monitor will instruct the driver regarding the appropriate dump location at the site and will verify the truck is completely empty following dumping. The monitor will complete the load ticket presented for each load delivered to the site.

Unloading - After inspection, the material will be forwarded to the tipping area supported by a wheel loader with rake and laborers. The laborers will inspect the debris and remove any contaminants. Contaminants that are hazardous will be handled by the hazardous toxic waste specialist, staged in the hazmat containment area, and disposed of in accordance with federal, state, and local requirements. Other contaminants, such as metal, will be separated accordingly.

**Separation** - While vegetative debris is generally the most voluminous debris stream, due to the nature of the storm, material separation is frequently required in order to properly and efficiently process the debris. Collection crews will separate grindable (vegetative) debris from non-grindable debris to the maximum extent possible during collection and loading operations. These loads, which may contain debris ranging from white goods, household hazardous waste (HHW), e-waste, and other materials, will be separated and sorted either manually or mechanically to remove the contaminants and then moved to the appropriately lined/fenced areas at the DMS.

**Reduction** - A wheel loader with rake will push material to the excavators and backhoes for loading material into the grinder. If the mulch produced from grinding is to remain on site for more than four weeks, the mulch piles will then be stacked no higher than 12 feet to minimize the potential for spontaneous combustion. Grinders will operate a safe distance from all other areas of the site to eliminate risk of injury from projectile debris from the grinder. The Dust Control plan will be implemented to ensure dust from the grinder does not impact the adjacent properties. All equipment in the vicinity of the grinders will be equipped with fully enclosed cabs. If burning is allowed, the debris, once piled in the vicinity of the burn pit area, will be fed into the Air Curtain Incinerator in such a manner as to promote complete combustion. The backhoe will also set aside for forwarding any material that would process more efficiently in a chipper/grinder, such as large diameter logs or stumps. The Air Curtain will be operated at least 100 feet from any stockpile of debris and at least 1,000 feet from any occupied structure.

**Final Disposal** – Once debris measurement and processing operations are complete, the separated non-grindables will be recycled to the maximum extent possible. Metals and concrete will be baled, crushed, or otherwise processed for transport to recycling facilities. Clean that has been processed into mulch will be loaded into live bottom or similar hauling vehicles for delivery to the final disposal location. Mulch will be applied or disposed of at a site(s) approved by the County, as appropriate. The handling of incinerator ash material will comply with all federal, state, and local laws and regulations.

**Site Closure** - The Site Restoration and Environmental Survey Plan will ensure that restoration of the site will meet the owner's requirements and local regulations. In addition to site cleanup and removal of all debris, the site will be returned to its pre-storm condition or better via providing sufficient ground cover, grading, and seeding as necessary. An outside independent party may be employed to conduct a post utilization environmental survey in order to ensure satisfactory site conditions. Site closure is normally accomplished within 30 days of receipt of the last load of disaster related debris.

**Administration:** All trucks would be placarded and certified by Ceres and County personnel, and each load would be ticketed by a County-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a County-authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the County. Ceres, with the County's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

**Event Type: 7**

**Catastrophic Event – Total Management – County-wide**

**Ceres Headquarters Office Location:** Sarasota, Florida permanent office with mobile Lake County office  
Total management would effectively combine the two above Catastrophic Event Types: 5 – Removal, reduction, hauling, and separating mixed debris along with 6 – Site Management

**Number of TDSR Sites:** 6 to 8

**Location of TDSR Sites:** To be determined

**Size of TDSR Sites:** 5 to 20+ acres

**Type of Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers for the ROW/ROE loading and hauling to the temporary sites; and grinders, excavators and/or backhoes with grapples, wheel loader with rake, wheel loader with bucket, maintenance truck, water truck for fire suppression, debris inspection towers, and hazardous materials containment area for site management

**Total Expected Cubic Yards of Debris:** up to 2,300,000 CY



**Quantity of Hauling Equipment:** Self-loading knuckleboom trucks, dump trucks/trailers, approximately 75 crews with approximately 209 trucks

**Expected Management and Supervision Staff: General Management:** Countywide (per site personnel listed separately below): 1 project manager, 1 assistant project manager, 6 to 8 site superintendent(s), 1 project superintendent, 1 assistant project superintendent, 12 to 18 foreman, 1 FEMA/County liaison, 1 administrator with 4 clerks, 1 quality control officer, 1 safety and health officer, 1 public relations officer, 1 accountant with 1 clerk; **For each TDSR Site, listed as follows:** 1 site manager, 1 assistant site manager, 2 foremen, 1 lead man, 5 to 8 heavy equipment operators, 3 to 6 flaggers for traffic control, 3 to 5 additional laborers for separation and other material handling per each TDSR site.

**Methodology for Scheduling and Routing the Removal of Debris:** Ceres would provide crews consisting of trucks, loaders, chain saw operators, and flaggers. Trucks and loading equipment would be provided with each crew, including self-loading knuckleboom trucks and other loading and hauling equipment. Bobcat type loaders would likely be used to forward material into larger piles for efficient pickup by knuckleboom self-loading trucks. Each crew would be supervised by a lead man, and each crew would be supervised by a foreman who would report to the Ceres superintendent who would interface with the County field representative. A Ceres site manager will be installed who will manage the TDSR site operations. Operations at the various TDSR sites would be congruent with the method of operations as listed above, from site inception, preparation, debris acceptance, separation, processing, haul out, and site closure. A Ceres project manager would supervise the superintendent and DMS site manager and will supervise site restoration. The Ceres project manager will also interface with the County administrators to assist with FEMA reimbursement including writing the Project Worksheet. Ceres' expert FEMA reimbursement staff would be available to assist further with FEMA reimbursement issues.

The project manager together with the project superintendent would interface daily with County representatives to review the previous day's progress and would assign streets and geographic territories to crews based on previous progress and input from County representatives.

**Administration:** All trucks would be placarded and certified by Ceres and County personnel, and each load would be ticketed by a County-authorized monitor. All loads will pass under an inspection tower and will be "scaled" or "called" by a County authorized monitor and the load call will be recorded on the load ticket. Ceres will use its proprietary load ticket software that has been successfully used for twelve years on FEMA-reimbursed projects.

Daily reports will be issued by Ceres stating the amounts of debris hauled, the types of debris, and the zones from which the debris originated. Additional information will be provided by Ceres as requested by the County. Ceres, with the County's prior approval, will make available updates to citizens through internet access, including information on which areas have been cleared, and the proposed schedule for future clearing of debris.

### 4.3 Removing Large Volumes of Disaster-Generated Debris

Throughout our proposal, we have highlighted the experience and capabilities that make us an excellent choice to support Lake County in the event of a disaster. Ceres Environmental Services, Inc. has 48 years of experience in disaster recovery and employs a professional and managerial staff with exceptional experience in the field. Ceres and its family of companies own 2,188 pieces of equipment. Additionally, we have a database of 3,346 trusted subcontractors to support our disaster relief efforts. The company is financially secure, with a bonding capacity of more than \$2 billion per project. Ceres has permanent office locations in Florida, Texas, Louisiana, California and Minnesota.

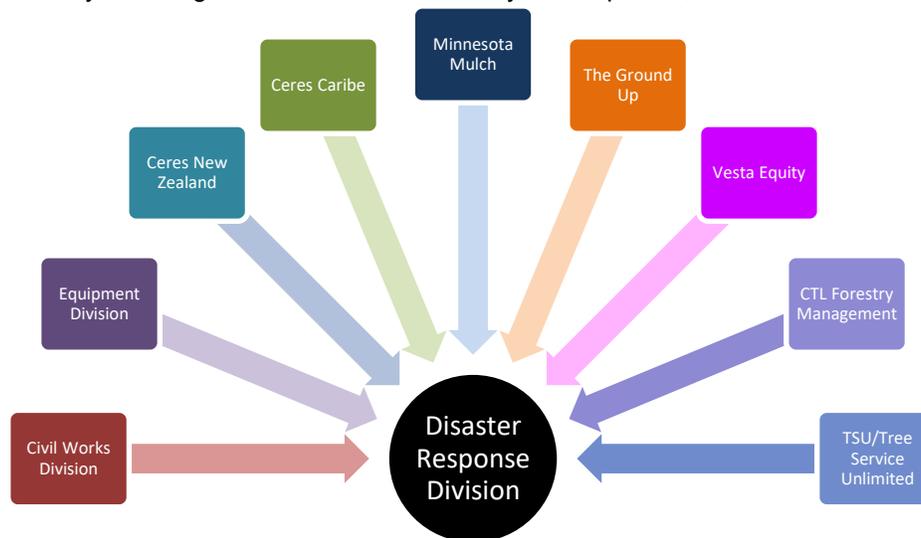
Ceres has demonstrated the ability to respond to large-scale events and has the resources and experience to handle multiple events in multiple locations without compromising commitment to superior performance and customer satisfaction.

#### Overarching Strategy

Ceres Environmental Services, Inc. has grown from a single company into a diverse family of companies related through common ownership. The companies fulfilled a long-term strategic goal of owner and President David McIntyre – to develop a suite of complementary businesses to support Disaster Response in any large and diverse disaster debris activation(s). Each business unit plays a vital role in the overall company strategy and Ceres can draw on the strength of each company to ensure that the personnel, equipment, and finances required to successfully complete large-scale debris missions is readily available upon activation. This strategy allows Ceres to: 1) retain long-term employees between disaster recovery assignments; 2) keep heavy equipment on-hand, at-the-ready and operational; 3) provide financing to ensure we can pay subcontractors promptly and purchase additional equipment necessary to self-perform.

#### Personnel

We routinely cross-train employees between companies and/or divisions to ensure they are able to deploy when needed. During the recent storm seasons, Ceres was able to field enough personnel with disaster debris experience by reaching back into the Ceres family of companies, shown below.



Some of our most challenging deployments to Texas, Florida, and Georgia were Ceres Disaster Response Division personnel, followed by personnel from The Ground Up and Ceres Civil Division to help fill personnel shortages. As stated above, these employees are cross trained to come into disaster recovery positions during surge situations. As additional personnel were needed, Ceres used earthquake-hardened leaders from Christchurch, New Zealand and still more from Ceres Caribe in Puerto Rico. Ceres used sister company Vesta Equity to help raise cash, secure additional project financing, run cash flow analyses, and search for available real estate within local jurisdictions to use as TDSR sites. Following the successful completion of a debris project, these individuals were placed back into their normal day-to-day positions, retaining their debris training for the next disaster response. As an example of the use of cross-trained employees from various affiliated Ceres companies, 1,304 employees from all Ceres affiliated companies participated in the Ceres disaster recovery contracts, including 377 management staff.

When an influx of Ceres' personnel is required for disaster operations, Ceres places less experienced individuals under tenured employees as direct reports.

**Civil Works Division:** This business unit focuses on large horizontal construction contracts such as levees, dikes and other flood control works. The Civil Works Division provides bridge revenue between large activations and helps sustain home office overhead, including Human Resources, Accounting, and Maintenance. The Civil Works Division also directly supports the Disaster Response Division during activations with operators, laborers, and project management personnel and equipment.

**Equipment Division:** This business unit provides equipment to the Disaster Response Division, Ceres' Civil Works and other Ceres business units. The equipment division manages 2,188 pieces of equipment with a replacement value of approximately \$108 million. This division employs 33 mechanics, managers, and logistics professionals.

The Equipment Division directly supports the Disaster Response Division during activations with equipment, mechanics, and the logistical backing to move equipment over land and water.

**Ceres New Zealand:** This business unit was formed in response to the 2010/11 Christchurch earthquakes and specializes in complex demolitions including cut and crane, high reach, and implosion. This business unit was developed to provide expertise for a large-scale earthquake response in the U.S. Ceres New Zealand directly supports the Disaster Response Division during activations with project management personnel, engineers, and unrivaled demolition expertise.

**Ceres Caribe:** This business unit was formed in 1998 in response to Hurricane Georges and has unique knowledge and relationships for work throughout the Caribbean. Ceres Caribe recently responded (2017-present) to the USACE Blue Roof Mission and the Department of Transportation and Public Works (DTOP) debris project in Puerto Rico. Ceres Caribe directly supports the Disaster Response Division during activations with project management personnel and logistical acumen.

**Minnesota Mulch:** This business unit is a Minneapolis-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations. Minnesota Mulch provides revenue between large activations and sustains home office overhead, including Human Resources, Accounting, and Maintenance. The business unit shares the 17 grinders, support equipment, operators, managers, and mechanics working day-to-day in Brooklyn Park, MN. In concert with The Ground Up personnel, Minnesota Mulch personnel oversee the operations of any and all TDSR sites used during an activation – from site construction, site management, reduction and site remediation/closure. Minnesota Mulch directly supports the Disaster Response Division during activations with grinder operators, debris site managers, and equipment.

**The Ground Up:** This business unit is a Houston-based green waste recycling company focusing on yard waste disposal, grinding and mulching operations. The Ground Up provides revenue between large activations and sustains home office overhead, including Human Resources, Accounting and Maintenance. Specifically, the business unit shares the 17 grinders, support equipment, operators, managers, and mechanics working day-to-day in Houston, TX. Personnel from The Ground Up and Minnesota Mulch oversee the operations of TDSR sites used during an activation from site construction to site remediation and closure. The Ground Up directly supports the Disaster Response Division during activations with grinder operators, debris site managers, and equipment.

**Vesta Equity:** This business unit was created after Hurricane Katrina to store and provide a return on capital that would later be required for any major event. Vesta is a private equity company focused on short-term loans that can be borrowed against or sold to raise cash. Vesta Equity directly supports the Disaster Response Division during activations with cash and real estate resources to help locate potential TDSR sites. Specifically, Vesta played a lead role in helping the Disaster Recovery Division secure some \$85M in the form of lines of credit, equipment loans and intracompany transfers to fund the 2016-2018 and 2021-2022 storm seasons.

**CTL Forest Management:** This business unit was acquired in 2020 to address the growing need in the Pacific Northwest and Southwest United States for pre-disaster wildfire mitigation and post-wildfire hazard tree removal services. The unit is a Placerville, California based company that provides specialized forestry management services and low-impact environmental restoration services to commercial, private, not-for-

profit, municipal, and government organizations. CTL was a Prime Contractor for CalRecycle Camp Fire Hazard Tree Removal Program (DRR19067) in Butte County, CA.

**TSU/Tree Service Unlimited:** Like CTL Forest Management, this company was acquired to support Ceres operations in the West Coast region. TSU is a line clearance certified, disaster recovery, debris management, and hazard tree removal company. For 38 years TSU has successfully performed services for California's largest utilities and municipalities, as well as federal, state, and local entities.

Ceres developed the Project Management Playbook and the Debris Management Toolkit – centralized repositories for debris guidance, project forms, safety documents, and internal company protocols – to quickly onboard personnel. Ceres crafted templates and protocols to streamline the permitting of TDSR sites and final disposal sites in Florida.

Now, when disaster strikes, Ceres has dedicated disaster professionals and augments with employees cross-trained in disaster debris operations. If the event dictates the onboarding of additional personnel, Ceres has its tenured employees, Project Management Playbook, and the Debris Management Toolkit to lessen the learning curve and provide personnel with immediate access to mission-critical information.

### Equipment

**Equipment with its operating personnel** may become scarce in a very large event as the subcontractors who have the most efficient equipment quickly sign subcontracts and begin working. In a very large event, there will be remaining unmet demand and equipment will be unavailable to some jurisdictions.

Ceres avoids this problem using various tactics, including:

- 1) Ceres cultivates relationships with our subcontractors so that even when a subcontractor can choose from various opportunities, the subcontractor seeks out work with Ceres. Ceres has a long history with many subcontractors who have been getting relatively steady work over several storm events. These subcontractors know that following a storm Ceres will obtain work; the subcontractors realize that the best way to obtain a share of work in future storms is to be a reliable subcontractor in the present storm. By being a desirable prime contractor to work for, Ceres attracts a larger share of scarce equipment.
- 2) Ceres bids jobs properly and has enough revenue on a project so that even if equipment is scarce and more expensive than usual, Ceres will be able to offer enough pay to subcontractors so that they work on the Ceres project. Some subcontractors submit "lowball" prices and win awards but then find themselves unable to hire subcontractors based on that pricing schedule. Clients of these low-priced subcontractors are more likely to find themselves without sufficient equipment.
- 3) Ceres is strong financially and can more easily absorb higher costs than weaker prime contractors. Our financial strength allows us to pay higher prices to subcontractors if it is necessary to do so to obtain needed equipment.
- 4) Ceres has relationships with subcontractors across the country and can offer mobilization payments to attract subcontractors who are more distant to the event, resulting in additional equipment becoming available.
- 5) Ceres has developed expertise in attracting new, mostly local, entrants into the disaster debris business. These new entrants frequently use lower-cost, less-efficient equipment such as pickup trucks with small dump trailers, but they are able to add to the daily hauling capacity on a project.
- 6) Ceres will open additional Debris Management Sites (DMSs), so that the equipment that is on site can make more round trips per day. In this manner the daily production can increase as if there was more equipment on site, although what actually happens is that the existing equipment becomes more efficient. Ceres' recent ACI project in SW Georgia used this method to good success. Ceres opened multiple TDSRS per County to keep haul distances short and production high. Both new entrants and the existing haulers mobilized in support for the USACE debris mission. At the mission's peak, Ceres hauled 140,000 CYs in a single day, or 3.3% of the total project.
- 7) Finally, **Ceres owns 2,188 pieces of equipment**, including 64 excavators, 68 loaders, 21 dozers, 17 grinders, 21 self-loading knuckle boom trucks with pup trailers, 12 lowboys, and 10 air curtain incinerators. The 12 lowboys and the network of equipment transports available to Ceres is vital to moving assets around the country or to simply retrieve assets from rental companies regardless of origination point. This is a critical point of differentiation from the rest of the industry.

### Unavailability of Disposal Sites

The unavailability of disposal sites can be mitigated by:

- distributing public information to divert waste from the debris stream to increase proper debris separation;
- thorough choice of reduction method; and
- thorough alternative uses for reduced material.

### Diverting Waste from the Debris Stream and Proper Debris Separation

Ceres works with clients before a disaster to actively divert waste from the debris stream and to encourage proper separation of debris at curbside. Each client and Ceres project manager receives the Debris Management Toolkit containing public information on such topics as preparing your home before the storm; brief videos on how to properly segregate curbside debris; separation diagrams, and radio advisories. Ceres encourages clients to release public information regarding proper separation of debris at curbside. It is easier to communicate with a population that hasn't yet evacuated than to communicate with a displaced population.

### Reduction Methods

The choice of reduction method – grinding, air curtain incineration and open burn – can help alleviate the need to dispose of large quantities of disaster debris.

- **Grinding** produces a reduction ratio of between 3:1 to 5:1.
- **Air curtain incineration** produces a reduction ratio of between 20:1 to 25:1. During our Beaufort County, SC, response, Ceres land-applied the resulting ash as a lime substitute on farmland through the County. This again helped reduce the tipping fees to the County, the State of South Carolina and the federal government. Ceres maintains relationships with various state agricultural departments and extension offices to help identify farmers that may like the ash amendment and to determine the appropriate application rates.
- **Open burn** produces a reduction ratio of 10:1 to 15:1. While the most cost-effective reduction method, open burn may not be suitable for urban and suburban areas and does carry negative environmental connotations from the heavy smoke.

During the USACE Georgia mission, Ceres realized a reduction ratio of 3.2:1 and disposed of over 1,000,000 cubic yards of mulch. Ceres disposed of material co-gen facilities, pecan farms and parks, and no mulch was deposited in a landfill.

### Alternative Uses for Reduced Material

While vegetative debris is the most common debris type, other debris types have alternative disposal options that help mitigate the unavailability of disposal sites, as shown in the following table.

Alternative Disposal Options for Common Types of Debris	
Debris Type	Use
<b>Unprocessed Woody Debris</b>	Unprocessed Woody Debris can be used as marine habitat enhancements in parks and wildlife refuges in addition to developing large debris into crib walling for wetlands restoration and protection.
<b>Metals</b>	Metals shall be separated into ferrous and non-ferrous metals using electromagnets, metal maulers and shredders and sold to metal recycling firms. During the Lake, Mendocino and Napa Debris Mission following the NorCal wildfires, Ceres segregated metals out from the debris stream and transported to a recycling facility. Similarly, Ceres is recycling all metals from the current Camp Fire debris removal project in Paradise, CA.
<b>Rubble</b>	Rubble identified as concrete, bricks, cinder blocks and certain types of tile; rubble can be crushed and sieved for use as aggregate. Often utilized as a substitute for concrete aggregate in nonstructural applications, the rubble aggregate can be reformed into concrete for riprap erosion control. Ceres recycled rubble in Haiti following the 2010 earthquake and again in Christchurch, New Zealand, following the 2011 earthquake.
<b>Glass</b>	Glass can be directly recycled into fiberglass or used in place of sand in paving material.

Alternative Disposal Options for Common Types of Debris	
Debris Type	Use
<b>Asphalt Shingles</b>	Asphalt shingles can be recycled and given to varying local government for asphalt paving and pothole repair.
<b>White Goods and Gasoline Powered Tools</b>	White Goods and gasoline-powered tools communities oftentimes have not-for-profit, Goodwill, or State-owned organizations which employ workers to repair and recycle goods. In many states, following the removal of CFC refrigerants and oil/gas, the white goods and powered tools can be recycled for scrap metal.
<b>e-Waste</b>	e-Waste OEM manufacturer supported programs and other local recyclers that recycle e-Waste focusing on the electronic circuits, metals and plastics.
<b>Tires</b>	Tires can be recycled for use in asphalt, floor tiles, hoses, landscaping material, playground material and school tracks.
<b>Soil</b>	Utilizing screens while grinding vegetative debris, soil can be removed from vegetation and stored onsite for backfilling stump holes and ruts generated by mechanized equipment. Any remaining soil can be used in the TDSRS restoration.

### Surge Requirements

The quantities of equipment and personnel required for a project may rapidly increase for a variety of reasons, and it is necessary that the Ceres is capable of a timely response.

Ceres possesses the four key components to successfully respond to major surge requirements, which are:

- 1) the management structure that can expand with increased requirements;
- 2) the management personnel who can provide the required additional supervision of activities;
- 3) the production personnel and equipment who can physically perform the increased work; and
- 4) the financing to keep payments flowing to subcontractors and vendors.

The Ceres **management structure** is built considering the basic crew level of a zone manager supervising a number of trucks, drivers and loading equipment. The **sector manager in turn supervises the zone managers**. If an area is denser than originally believed, additional zone managers may be required as the zones are split into subzones. If the sector manager becomes stretched due to an increased number of zone managers, an assistant sector manager will be brought in to provide additional supervision. Likewise, if an area becomes overloaded with the new subzones and additional crews, or if the overall territory is expanded, an additional area manager can be brought in. Depending on the situation, the area can be divided or an additional area can be appended to the original areas map.

Additional trucks, drivers, and operators will be required. Generally, the quantity of the debris will adequately support the needed quantity of equipment and the density of the debris is part of the surge. This quantity and density of debris will usually provide an economic incentive to the subcontractors who specialize in disaster recovery. However, when it does not, Ceres will take steps to make sure that the subcontractors will come on to the project – often this means offering financial incentives such a mobilization payment or a performance bonus. Ceres can take these steps because we value our reputation for reliability above the financial performance of any specific project. Additionally, Ceres considers these possibilities when bidding a project – we plan for multiple contingencies.

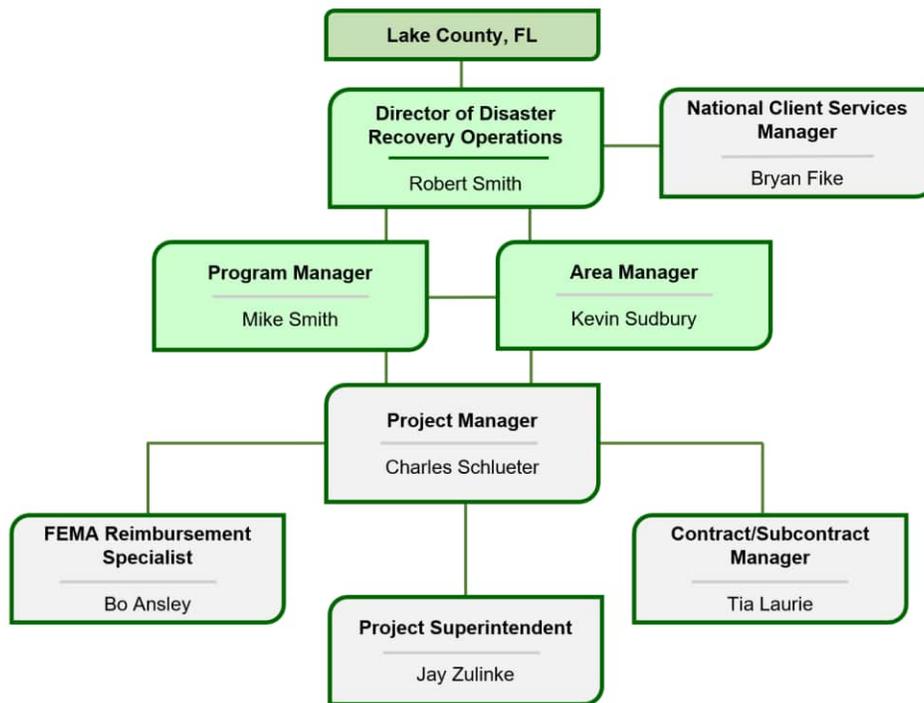
Ceres has extensive subcontractor resources. Our history of reliably paying subcontractors and our decades of providing opportunities for subcontractors give us a large supply of subcontractors who desire to work for Ceres. This results in Ceres ability to attract and retain subcontractors even when multiple options exist for the subs.

Finally, our affiliated company Vesta Equity assists in providing financing, so that if a surge requires rapid availability of additional funds, Ceres is prepared to obtain such resources.

#### 4.4 Proposed Staffing

Ceres Environmental Services, Inc. has over 300 employees, many of whom are professional staff. Our staff hold degrees in areas such as Structural and Civil Engineering, Business Administration, Forestry, Geology, Science, and Accounting. As part of the Company's dedication to quality and safety, many of Ceres' management staff are U.S. Army Corps of Engineers-certified in Construction Quality Management; are FEMA-certified in NIMS; are Red Cross-certified in first aid; and have completed OSHA's 40-hour safety training course. Ceres' management has worked extensively on FEMA-reimbursed contracts and has demonstrated its ability to respond to large-scale events.

For Lake County, Ceres will provide exceptionally qualified personnel to lead the efforts for any event occurring for which our services are required. The following core team will be assigned to Lake County for the life of the contract. Additional personnel will be assigned based on the size and severity of an event affecting Lake County.



Name	Title	Experience
Robert Smith	Director of Disaster Recovery Division	33 years of management experience, 8 years of disaster recovery project management experience.
Kevin Sudbury	Area Manager	18 years of disaster recovery project management experience
Mike Smith	Program Manager	16 years of management experience, 10 years of disaster recovery project management experience
Charles Schlueter	Project Manager	20+ years of disaster recovery project management experience
Bryan Fike	National Client Services Manager	30+ years of disaster response, recovery, incident command, and command center operations experience
Jay Zulinke	Project Superintendent	20+ years of debris removal, construction, utilities, and environmental operations experience
Hubert Russell (Bo) Ansley	FEMA Reimbursement Specialist	33 years of experience in disaster operations and FEMA regulation and reimbursement.
Tia Laurie	Corporate Secretary Contract/Subcontract Manager	18 years of experience in disaster response and administrative oversight.

**Mr. Robert Smith** is the **Director of Disaster Recovery Operations** for Ceres. He has a strong history of managing large, complex projects that involve multiple government agencies. His experience includes overseeing all aspects of the CalOES/CAL Recycle Camp Fire Debris Removal and Hazardous Tree Removal projects in Butte County as Incident Commander. Mr. Smith also managed Ceres' response for the USACE USVI project following Hurricanes Irma and Maria. Mr. Smith builds effective teams by focusing on customer needs, setting clear goals, and successfully executing project directives. Since joining Ceres in 2017, Mr. Smith has ensured successful project performance while maintaining safety compliance and a customer-oriented approach.

**Mr. Kevin Sudbury** is the **Area Manager** here at Ceres. Mr. Sudbury has a 25-year career that includes experience in planning, project management, business administration, public speaking, and client support. He thrives in fast-paced, high-pressure environments. He has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, developing innovative solutions to any challenge. He analyzes complex customer requirements and can execute simultaneous projects. Mr. Sudbury is an excellent communicator with exceptional interpersonal skills. These skills ensure project engagement and cohesion across diverse groups of staff, management, and clients.

**Mr. Mike Smith** is the **Program Manager** assigned to Lake County. Mr. Smith is a dynamic leader with extensive expertise in managing large-scale debris removal operations. He provides exceptional program management both on-site and remotely, ensuring regulatory compliance across global project locations. He is known for developing industry-leading programs that drive significant cost savings, improve operational efficiency, and reduce risk and liability. He excels in training, mentoring, and coaching teams both in the U.S. and internationally, and is adept at managing multiple projects while maintaining clear communication and high productivity.

**Mr. Charles Schlueter** will be the assigned **Project Manager**. Mr. Schlueter is an operational, management, event planning and logistics specialist with supervisory and communication expertise. He has been actively involved in responding to major storm and disaster events across the United States for over 20 years. In his role as Project Manager for Ceres, he oversees and coordinates storm debris removal and disposal crews for large-scale recovery projects. Mr. Schlueter was the main point of contact and attended all daily briefings with the Lake County representatives during the Hurricane Milton project.

**Mr. Bryan Fike** is Ceres **National Client Services Manager**. Mr. Fike possesses more than 30 years of disaster response, recovery, incident command, and command center operations experience, including as a first responder during Hurricane Andrew's devastating impact on South Florida in 1992. His life of public service began as a firefighter in 1984 and was followed by a career in law enforcement from which he retired in 2004. Over the past 19 years, Mr. Fike has managed recovery efforts for many of the largest and most destructive events to ever impact the United States, by coordinating and overseeing large scale disaster debris removal/recovery operations, supervising debris monitoring programs, and spearheading specialized debris programs, as well as short- and long-term recovery programs for impacted communities across the country.

**Mr. Jay Zulinke** will be the **Project Superintendent**. Mr. Zulinke has over 20 years of experience with debris removal, construction, utilities, and environmental operations. In his role as a superintendent, Mr. Zulinke promotes a safety-first mindset, and a culture centered around productivity and profitability. His skills include strong leadership, problem solving, and analytical thinking.

**Mr. Hubert Russell (Bo) Ansley** will be the **FEMA Reimbursement Specialist** assigned to Lake County. Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years. His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

**Ms. Tia Laurie**, a West Point graduate, is our **Contract/Subcontractor Manager**. She is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. Ms. Laurie provides a background in several fields including quality control, construction, logistics, management, and contracting. She is adept at ensuring that our subcontractors and equipment are in place and ready to work when needed. She keeps an extensive list of subcontracts, both local and throughout the country, in case specialty work is required. Ms. Laurie understands the importance of local recovery and knows that it means more than just clearing debris – it means providing jobs in the area. She is expert at finding qualified personnel in any area throughout the United States. Ms. Laurie also provides management in the areas of maintaining and upgrading the subcontractor database, registration process, and evaluation criteria, as well as creating and executing applicable training programs for subcontractors. Ms. Laurie will be immediately available to locate and check the credentials of all required subcontractors and to pre-stage necessary equipment, ensuring that Lake County efforts are well under way within the time frames required.

Ceres' personnel are trained in FEMA regulations and are schooled in the use of FEMA Public Assistance Debris Management Guide FEMA 325, as well as additional resource books Public Assistance Guide FEMA 322 and Public Assistance Policy Digest 321.

If for any reason key personnel named in this proposal are not available for a Lake County event, or are not acceptable to the County, personnel with equivalent or better backgrounds and skills will be made available and will be presented for approval.

## Personnel Resumes

### Robert Smith, Director of Disaster Recovery Operations

Mr. Smith is the Director of Ceres' Disaster Recovery Division. He has a strong history of managing large, complex projects that involve multiple government agencies. His experience includes overseeing all aspects of the CalOES/CAL Recycle Camp Fire Debris Removal and Hazardous Tree Removal projects in Butte County as Incident Commander. Mr. Smith also managed Ceres' response for the USACE USVI project following Hurricanes Irma and Maria. Mr. Smith builds effective teams by focusing on customer needs, setting clear goals, and successfully executing project directives. Since joining Ceres in 2017, Mr. Smith has ensured successful project performance while maintaining safety compliance and a customer-oriented approach.

#### PROFESSIONAL EXPERIENCE

- **Hurricanes Helene and Milton 2024.** Director of Storm Operations for Ceres' response to 47 activations in Florida and Georgia following Hurricanes Helene and Milton.
- **Hurricane Debby 2024.** Director of Storm Operations for Ceres' responses in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl July 2024 – September 2024.** Director of Storm Operations overseeing responses to 16 jurisdictions in Texas. Project scopes include disaster debris removal, hauling, reduction, DMS management, hazard tree removal and final disposal of debris resulting from Hurricane Beryl.
- **Wildfire Fuel Reduction (WFR) Vegetation and Tree Removal Services - Orange County, CA March 2024 – Current– Caltrans.** Director of Operations overseeing all phases of the contract. Scoped work includes Wildfire Fuel Reduction, vegetation and tree removal within Caltrans ROW within District 12. Additional scopes include monitoring and working around cultural and environmentally sensitive areas. Responsibilities include preparatory phase oversight, subcontracts/contracts, project coordination & scheduling, daily & weekly project-specific documentation, Fuel Reduction Action Plan (FRAP) implementation to include management of prescription-based treatments, permitting/environmental certs, Invoicing & closeout.
- **Sacramento River Tree Removal – January – February 2024 – USACE.** Director of Operations. Provided oversight for the felling and removal of various tree species in environmentally sensitive and public areas and biological monitoring along the Sacramento River. These shoreline areas stem from the Interstate 50 Bridge and Garcia Bend Park specifically reaching 2, 3, and 6. Responsibilities included the development of pre-work submittals, partnering with the Army Corps and two other contractors working within these reaches, developing, and enforcing daily production and resource reporting, cost controls, invoicing, and managing schedules.
- **Folsom Dam Tree Removal, 2023 – USACE.** Director of Operations. Provided oversight for successfully removing 210 trees within public and environmentally sensitive areas. Responsibilities included the development of pre-work submittals, partnering with the Army Corps on Bureau of Reclamation (BOR) permitting, developing, and enforcing daily production and resource reporting, successful interagency coordination (BOR, USACE, State Park), cost controls, invoicing, and schedules. Due to weather restrictions, the project was delayed, and the team still completed this project two months ahead of schedule.
- **ODOT Hazard Tree Removal, Jackson and Douglas Counties 2021 – 2022.** Director of Operations overseeing the removal of Right-of-Way (ROW) trees along Oregon highways. This included the removal of over 25,000 US Forest Service (USFS) and Bureau of Land Management (BLM) tree hazards. This process encompassed the removal and transportation of both timber and slash to log decks and reduction sites.
- **Hazard Tree Removal Project for the Campfire in Butte County -- 2020 to 2021.** Incident Commander. Roles and responsibilities included management of the overall incident, safety, and liaison between all project partners and the prime contractor. We operated 12 crews conducting tree removal and hauling for approximately 2,200 properties containing just under 60,000 eligible trees. Tracking of project quantities daily and in total. Worked closely with the Monitoring Company and Project Owner Incident Management Team on strategy and tactical short-term and long-range plans to ensure the success of the contract. Project totaled \$104,369,789.

- **Oklahoma Ice Storm 2020.** Project Manager overseeing three projects: City of El Reno, City of Kingfisher, and the City of Piedmont. The work performed consisted of leaner and hanger removal, ROW vegetative removal, DMS operations, and the reduction of vegetative debris.
- **Hurricane Hanna 2020.** Project Manager overseeing three separate projects: Hidalgo County, the City of Pharr, and the City of Edinburg. Conducted ROW collection, disposal of vegetative debris and construction and demolition debris with all three clients. Also collected and disposed of white goods, household hazardous waste and electronic waste. Over 327,000 cubic yards of debris were removed.
- **Camp Fire, Butte County 2018 – 2019.** Incident Commander with overall responsibility for the demolition, transportation, and disposal of debris generated by the Camp Fire wildfire in North-Central California in 2018 and directed the removal of more than 750,000 tons of hazardous debris while treating more than 3,100 private parcels. In full operational mode, we operated 45 to 50 demolition crews supported by 650 to 1,000 hauling units per day. Project totaled \$246,156,950.
- **Hurricane Irma and Maria 2017.** Project Manager for vegetative, construction and demolition, and metal debris removal from local municipality ROW and other eligible public property in the U.S Virgin Islands for USACE ACI project following Hurricanes Irma and Maria. Work also included site preparation, debris reduction - chipping/mulching/grinding, and debris disposal.
- **Evergro Organic Recycling 2016-2017.** Vice President of Operations researching and acquiring a track of land that meets all TCEQ criteria to construct a biosolid composting facility. Focused on site operating plans and providing a permit application along with drawings drafted by a local project engineer.
- **New Earth Soils and Compost 2010-2016.** Vice President of Operations overseeing over 35 teams within two facilities, new constructions, and existing biosolid composting operations.
- **The Garick Corporation**
  - **Vice President of Operations 2007-2009.** overseeing six facilities and 250 associates in five different states, ensuring EPA/DEP and OSHA compliance practices, plant staffing, daily productions goals, payroll management, and inventory control.
  - **General Manager 2006-2007.** Responsible for the safety and productivity of a large group during peak season, including environmental compliance, profitability, and leadership development. Drafted and implemented operational procedure manual for companywide plant and safety operations.
- **United States Army 1991-2000.** Airborne Ranger as Scout Team Leader for the 25th Infantry Division in Oahu, Hawaii, a Pathfinder for the 101<sup>st</sup> Pathfinder detachment and a U.S. Army Ranger Instructor at the Mountain Phase of Ranger School. Responsible for assisting the squad leader to ensure squad combat readiness, including planning and supervision of soldier training. Assisted with tactical employment and continuous surveillance of the enemy while being responsible for daily training and safety of 600 rangers annually in mountaineering and combat missions.

#### EDUCATION

- Austin Peay State University, Clarksville, TN 2000

#### CERTIFICATIONS

- IS-00027 FEMA Logistics
- IS-00393.b Hazard Mitigation
- IS-00632.a Debris Operations
- ICS-100 Incident Command System
- IS-00200.c Initial Response
- IS-00042 Social Media, Emergency Management
- IS-00240.b Leadership and Influence
- IS-00552 Public Works Role, Emergency Management
- OSHA 30 Construction

### Kevin Sudbury, Area Manager

Kevin Sudbury has a 25-year career that includes experience in planning, project management, business administration, public speaking, and client support. He thrives in fast-paced, high-pressure environments. Mr. Sudbury has a reputation for applying advanced problem-solving techniques that lead to the restoration of smooth-flowing procedures and systems, developing innovative solutions to any challenge. He analyzes complex customer requirements and can execute simultaneous projects. Mr. Sudbury is an excellent communicator with exceptional interpersonal skills. These skills ensure project engagement and cohesion across diverse groups of staff, management, and clients.

#### PROFESSIONAL EXPERIENCE

- **Hurricanes Helene and Milton 2024.** Operations/Area Manager responsible for oversight of Ceres' emergency disaster debris removal responses to multiple Florida jurisdictions.
- **Hurricane Debby 2024. Area Manager.** Responsible for the management of five (5) emergency debris removal and disposal activations in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl 2024.** Area Manager. Responsible for the management of 16 emergency debris removal and disposal activations in Texas.
- **Hurricane Idalia 2023.** Project Manager. Responsible for the management of Hurricane Idalia generated debris in Glynn County, GA.
- **Red Tide Cleanup 2023.** Project Manager. Responsible for managing all aspects of Red Tide Cleanup in Sarasota, FL.
- **State of Vermont Summer Flood 2023.** Project Manager. Responsible for managing 16 debris removal projects across the State. Services included ROW C&D debris haul in, ROW vegetation debris haul in, site restoration and hazardous materials handling.
- **Central Texas Winter Storm Mara Debris 2023.** Area Manager. Responsible for managing four (4) debris removal projects across two (2) counties. Services provided to clients included ROW debris haul in, park facilities clean-up, reduction, debris haul-out, and site restoration. 330,846 cubic yards of debris were removed.
- **West Central Florida Hurricane Ian Debris 2022.** Area Manager. Responsible for managing 11 debris removal projects across five (5) counties. Services provided to clients included cut/push, ROW debris haul in, specialized debris removal, reduction, debris haul-out, site restoration, street sweeping, and catch basin cleanout. Clients served include cities, counties and FDOT.
- **Terrebonne Parish School District, LA Hurricane Ida Debris 2022.** Project Manager. Responsible for managing all aspects of debris removal across 45 facilities heavily impacted by Hurricane Ida. Developed a specialized operations plan that accounted for working on active campuses to protect all children, staff, visitors, and facilities.
- **City of Covington, LA Hurricane Ida 2021.** Project Manager. Responsible for all recovery components including push, debris collection and final disposal. Push started on Day 1 after the event and completed it in less than 4 days, which was the quickest completion of a significantly impacted City on the North Shore. According to the electric company this allowed them to refocus assets from other areas to Covington resulting in the restoration of 84% of the City's grid in 6 days. Debris collection and disposal was completed ahead of the projected schedule.
- **Sabine River Authority, LA Hurricane Laura/Delta Debris 2021.** Project Manager. Responsible for managing all aspects of debris removal along 40 miles of canal including 80 miles of levee and over 35 entrance ways/ramps in 92 working days. Debris streams included vegetative, C&D and leaners/hangers.
- **Vermilion Parish, LA Hurricane Delta Debris 2020.** Project Superintendent. Responsible for managing all aspects of debris removal across a 1,200 sq mile parish divided into 14 districts.
- **Escambia County School District Hurricane Sally Debris 2020.** Project Superintendent. Responsible for scheduling, managing, and ensuring quality control for the removal of debris and hangers/leaners from 60 facilities. Brought the 28 facilities initially assigned to a safe and operationally ready status in four (4) days so that the District could reopen the entire school system. All operations were completed in less than four (4) weeks.
- **City of Edinburg, TX Hurricane Hanna Debris 2020.** Project Superintendent. Responsible for scheduling, managing, and ensuring quality control for both subcontractors and self-performing debris removal trucks.

- **Hamilton County Tennessee Tornado Debris 2020.** Subcontractor Manager. Responsible for the acquisition, scheduling and management of multiple subcontractors executing ROW Vegetative and C&D Haul-in and Mulch Haul-out. Over 409,500 cubic yards of debris were removed.
- **Butte County California Fire Debris 2019.** Logistics Chief/Subcontractor Manager. Responsible for project-wide and self-performing crew logistics support including resource forecasting, equipment acquisition, materials selection, competitive pricing evaluation, personnel housing, and asset management. Secured required local permits for laydown yard. Refocused subcontractor haul-out operations including a review of the existing haul-out operations, vetting, and negotiating with new subcontractors, and provided subsequent operational oversight which led to a project savings of over \$426K.
- **SW Georgia Hurricane Michael Debris 2018.** Operations Manager/ Subcontractor Manager. Responsible for the direct management of over 120 ROW debris haulers and haul-out subcontractors (1,000+ containers) across 13 counties. Duties include operational planning, subcontractor management, overall project management and daily coordination with USACE.
- **City of Coral Gables Hurricane Mitigation Grant Program 2018.** Senior Project Manager/Funding Specialist. Developed 4 HMGP successfully funded applications for disaster mitigation projects in response to Hurricane Irma.
- **Apex Oil Terminal Improvements 2017.** Senior Project Manager. Responsible for developing procurement policies, ensuring Good Faith Efforts were followed and documented to maximize DBE participation, pre-construction planning, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of a 7-month, FEMA funded \$1,500,000 fuel terminal improvements project which spanned 3 sites each in a different state with concurrent procurement and construction activities.
- **City of Miami Wagner Creek/Seybold Canal Stormwater Improvements 2017.** Senior Project Manager. Responsible for funding, project management, federal compliance (Davis Bacon, American Iron and Steel, EEO), financial reconciliation and close-out of an 18-month, \$21,000,000 sediment removal project that included 1 prime contractor and 4 subcontractors. Project was awarded the 2018 WEDA Environmental Excellence Award.
- **US Virgin Islands Gordon A. Finch Marine Terminal 2016.** Senior Project Manager. Responsible for preparing a federal TIGER grant application, award acceptance, procurement, and project management of a \$13,000,000 project to demolish and replace the existing Roll-On/Roll-Off pier as well as construction of horizontal and vertical site improvements.
- **City of Marco Island Septic Tank Replacement Program 2015.** Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (MBE/WBE participation, Davis Bacon, Buy American, EEO), financial reconciliation and close-out of a 6-year, FDEP/EPA funded \$63,000,000 program that included 8 prime contractors and over 24 subcontractors.
- **Collier County Wastewater System Improvements Program 2014.** Senior Project Manager. Responsible for the planning, funding, procurement, project management, federal compliance (Davis Bacon, EEO), financial reconciliation and close-out of a 8-year, FDEP funded \$140,000,000 program that included the construction and/upgrade of 3 wastewater treatment facilities with a combined capacity of over 55 MGD and 16 miles of collection mains.

#### EDUCATION/CERTIFICATIONS

- BA, Business Administration-Finance, Keiser University, Sarasota, FL
- AS, Computer Network Administration, Keiser University, Sarasota, FL
- OSHA 30/HAZWOPER
- US Army Corps of Engineers (USACE) – CQM-C
- FEMA IS20, IS21, IS33, IS102, IS559, IS632, IS 633, IS634, IS700, IS702, ICS100
- FDOT Resident Compliance Specialist – Local Agency Program

#### SPEAKING ENGAGEMENTS/PROFESSIONAL ACKNOWLEDGEMENTS

- Florida Department of Transportation – “Simplifying Davis Bacon”
- American Water Works Association – “SRF: A Local Government Perspective”
- Florida Department of Transportation – Disadvantaged Business Enterprise SME
- Florida Department of Environmental Protection – Davis

### Mike Smith, Program Manager

Mr. Smith is a dynamic leader with extensive expertise in managing large-scale debris removal operations. He provides exceptional program management both on-site and remotely, ensuring regulatory compliance across global project locations. He is known for developing industry-leading programs that drive significant cost savings, improve operational efficiency, and reduce risk and liability. He excels in training, mentoring, and coaching teams both in the U.S. and internationally, and is adept at managing multiple projects while maintaining clear communication and high productivity.

#### PROFESSIONAL EXPERIENCE

- **Hurricanes Helene and Milton, October 2024 – March 2025.** Program Manager overseeing all aspects of emergency debris removal, reduction and disposal in several Florida jurisdictions, including Lake County, FL.
- **Hurricane Helene, 2024 – 2025.** Management oversight for Ceres' responses to Georgia jurisdictions following Hurricane Helene.
- **Wildfire Fuel Reduction (WFR) Vegetation and Tree Removal Services - Orange County, CA – Caltrans 2023** Project Manager overseeing all phases of the contract. Scoped work includes Wildfire Fuel Reduction vegetation and tree removal within Caltrans ROW District 12. Additional scopes include monitoring and avoidance of cultural and environmentally sensitive areas. Responsibilities include preparatory phase oversight, subcontracts / contracts, project coordination & scheduling, daily & weekly project specific documentation, FRAP implementation to include oversight of prescription-based treatments, permitting/environmental certs, Invoicing & closeout.
- **Sacramento River Tree Removal – USACE 2023** Project Manager overseeing the felling and removal of various tree species in environmentally sensitive and public areas, and Biological monitoring, along the Sacramento River. These areas of shoreline stem from the Interstate 50 Bridge and Garcia Bend Park, specifically reaches 2, 3, and 6. Responsibilities include the development of pre-work submittals, partner with the Army Corps and two other contractors working within these reaches, developing and enforcing daily production and resource reporting, cost controls, invoicing, and managing schedules.
- **Folsom Dam Tree Removal, 2023 – USACE.** Project Manager over the successful removal of 210 trees within public and environmentally sensitive areas. Responsibilities included the development of pre-work submittals, partner with the Army Corps on BOR permitting, developed and enforced daily production and resource reporting, was successful with interagency coordination (BOR, USACE, State Park), cost controls, invoicing, and schedules.
- **Hurricane Ian 2022.** Project Manager for debris management and removal in Cape Coral, FL.
- **Hazard Tree Removal Project for the Campfire in Butte County -- 2020 to 2021.** Planning Section Chief. Roles and Responsibilities included and were not limited to the daily dispatching and scheduling of tree removal and hauling crews for approximately 2,200 properties, containing just below 60,000 eligible trees. Developing crew schedules, work packages & runways. Tracking of project quantities daily and in total. The contract value exceeded \$100,000,000.00 worth of work.
- **Hurricane Laura 2020.** Project Manager in Santa Rosa County, FL for debris cleanup. The project included removal of over 1,000,000 CY of Vegetative and Construction & Demolition Debris, reduction by Grinding and ACI of 500,000 CY and removal of approximately 20,000 hangers and leaners. Oversaw 4 section supervisors and over 150 hauling units and bucket trucks operators.
- **Hurricane Hannah 2020.** Superintendent for the City of Edinburg & Hidalgo County; Precincts 1, 3, & 4 Debris Cleanup & Reduction. Responsible for field supervision, traffic control labor and upwards of 50 hauling unit operators.
- **Puerto Rico Sheltering and Temporary Essential Power Program (STEP) 2019.** Project Manager for the PR STEP providing temporary repairs to single family dwellings with a monetary cap of \$20,000.00 per dwelling. The scope of work entailed numerous pre and post inspections, database creation/data management, applicant interaction/customer service, and the contracting and coordination of skilled tradesmen to provide electrical, HVAC, potable water and gas to a safe, secure and weatherproof dwelling.
- **Hurricane Maria 2017 – 2018.** Senior Quality Control Manager/Superintendent for the ACI Emergency Temporary Roofing in Puerto Rico. Mr. Smith implemented systems of distribution, logistics, document controls/flow, work order and production tracking, inventory and material coordination for the construction of the roofs.

- **Hurricane Irma 2017.** Project Manager for the debris clean-up in Highland and Okeechobee Counties, FL.
- **Morganza Hurricane Levee Project 2015.** Senior Quality Control System Manager/Project Manager for a massive levee system located just south of Houma, LA. These segments of levee make up approximately 9 miles of newly constructed earthen levee through the marsh.
- **Aquamen, LLC, 2009-2014, Vice-President / Co-Owner.**  
The company performed certified residential & commercial mold inspections, sampling for indoor air-quality, day-to-day monitoring, and post-clearance. Responsibilities included project estimating, project management, procurement, manage/coordinate subcontractors, manage/coordinate inspections, manage/coordinate invoicing and draw requests.

#### EDUCATION/CERTIFICATIONS

- USACE Construction QC Management
- OSHA Certification: 30 HR Construction Safety
- OSHA Certification: 10 HR Construction Safety
- OSHA Refinery Safety Courses – CSE Attendant/Entrant, Fire Prevention, Haz. Gases
- LOTD, First Aid/CPR and refinery safety standards
- HAZWOPER Certification
- GHS & OSHA Hazardous Communication
- FEMA EMI – ICS-100, Exercises 120, 200 ICS/NIMS
- HCSS Heavy Bid/Heavy Job Certified (2014)
- Home Inspection Certification for the State of Ohio
- Mold remediation & inspection Certification (Commercial and Residential) for Ohio

### Charles Schlueter, Project Manager

Mr. Schlueter is an operational, management, event planning and logistics specialist with supervisory and communication expertise. He has been actively involved in responding to major storm and disaster events across the United States for over 20 years. In his role as Project Manager for Ceres, Mr. Schlueter oversees and coordinates storm debris removal and disposal crews for large-scale recovery projects. His responsibilities include maintaining contract schedules, dispatching subcontractors, enforcing safety protocols on-site, and serving as a key liaison between clients and monitoring agencies.

#### PROFESSIONAL EXPERIENCE

- **Hurricane Milton 2024 – 2025.** Project Manager for the removal of over 360,000 cubic yards of debris in Lake County, FL following Hurricane Milton.
- **Hurricanes Helene and Milton 2024 – 2025.** Project Manager for the removal of debris in several Florida jurisdictions following Hurricanes Helene and Milton.
- **Hurricane Ian 2022 – 2023.** Project Superintendent responsible for emergency debris removal, reduction and disposal in Holmes Beach, FL and Sarasota, FL following Hurricane Ian.
- **Hurricane Ida 2021.** Project Superintendent for the removal of debris in New Orleans, LA Zones 1 – 3 following Hurricane Ida.
- **Hurricanes Irma 2018.** Project Manager for the removal of debris in Atlantic Beach, FL and Jacksonville Beach, FL following Hurricane Irma.
- **Hurricanes Harvey 2017.** Project Manager for the removal of debris in West University, TX following Hurricane Harvey.
- **Hurricane Matthew 2016 – 2017.** Project Manager overseeing FEMA eligible Storm Recovery projects in five cities in Florida post Hurricane Matthew, ground operations in Livingston Parish Flood Recovery, debris removal from the Georgia Straight line wind storms and tornadoes, cleaning of waterways in South Carolina. Coordinate numerous crews in compliance of scope of work, scheduling, and productivity. Meet with city council, mayor, county administrators and various government agencies throughout project.
- **Seize Tomorrow Productions, Executive Director, New Orleans, LA, 2014-2016.** Responsible for all aspects of producing live events, including selection of venue, booking of entertainment, and selection and hiring of catering, security, janitorial services, lighting, sound, food and beverage, and sanitation services. Preparing detailed budgets and forecasts of event attendance, income and expenses. Developing detailed timelines for events and choreographing all aspects of event day. Overseeing insurance and permitting processes. Scripting presentations. Managing event databases. Handling ticket sales and overseeing attendance lists. Developing relationships with outside vendors including caterers, audio visual companies, florists, maintenance and security staffing companies. Managing contract employees, including determining and communicating staff and client responsibilities.
- **R & D Enterprises, Shore Base Field Operations & Safety Manager, Port Fourchon, LA, 2008-2014.** Supervised and coordinated all shore base logistics and operations for fluid delivery systems used for petroleum drilling and completion. Managed internal and external communication. Responsible for inspection, maintenance, inventory control, loading, shipping and receiving of assets, and inside sales. Oversaw safety compliance including conducting safety meetings, JSAs and equipment inspections. Utilized and maintained inventory control software. Performed monthly and real-time inventories of equipment and other assets using asset management systems. Managed warehouse and maintenance sites. Managed two members of maintenance and operation staff.
- **Ceres Environmental Services, Inc. Project Manager/Sector Manager/Safety Officer, New Orleans, LA, 2005-2007.** Directly supervised and coordinated operations for the United States Army Corps of Engineers contract for storm debris removal in Tangipahoa Parish, St. Tammany Parish, St. Charles Parish, and Jefferson Parish after Hurricane Katrina. Storm debris included 400,000 cubic yards of vegetative debris, in addition to white goods, e-goods and construction and demolition debris. Responsibilities included the coordination and direct supervision of more than 100 crews operating within the four-parish area ensuring compliance within USACE and Ceres safety regulations, and representing Ceres in negotiations between parish representatives, municipal officials, U.S. Army Corps of Engineers staff, FEMA personnel, and sub-contractors. Maintained safety regulations, contract interpretation and execution, coordinated and directed

qualified climbers and licensed arborists for tree removal from personal property; assessing, evaluating, scheduling and assigning right of entry (ROE) and PPDR work orders. Managed 250 laborers.

- **Partner, Love Swimming in New Orleans, LA, 2003-2005.** Initiated and implemented a two-year growth plan which included financial planning, budget development, market research, human resources, facility build out, and development of safety and personnel training manuals.

#### **EDUCATION/CERTIFICATIONS**

- B.A., Classical Studies; St. John's College, Annapolis, Maryland

### **Bryan S. Fike, National Client Services Manager**

Mr. Fike possesses more than 30 years of disaster response, recovery, incident command, and command center operations experience, including as a first responder during Hurricane Andrew's devastating impact on South Florida in 1992. His life of public service began as a firefighter in 1984 and was followed by a career in law enforcement from which he retired in 2004. Over the past 19 years, Mr. Fike has managed recovery efforts for many of the largest and most destructive events to ever impact the United States, by coordinating and overseeing large scale disaster debris removal/recovery operations, supervising debris monitoring programs, and spearheading specialized debris programs, as well as short- and long-term recovery programs for impacted communities across the country.

#### **PROFESSIONAL EXPERIENCE**

- **Hurricanes Helene and Milton 2024.** Providing senior oversight/administration coordinating with clients for disaster debris removal projects in Florida jurisdictions following Hurricanes Helene and Milton.
- **Hurricane Debby 2024.** Provided senior oversight/administration and coordinated with clients for debris removal projects in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl 2024.** Provided senior oversight/administration and coordinated with clients for debris removal projects in Texas following Hurricane Beryl.
- **Hurricane Idalia 2023.** Provided senior oversight/administration over debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **Hurricane Ian 2022.** Provided senior oversight/administration over multiple jurisdiction debris removal and disaster recovery activations in Southwest and South-Central Florida.
- **Hurricane Sally 2020.** Provided senior oversight/administration over disaster recovery programs in Northwest Florida and Southeast Alabama
- **Hurricanes Irma, Harvey, Maria 2017-2018.** Served in client services/senior operations oversight role, taking part in every facet of these historic response and recovery programs, which spanned multiple states, and the Caribbean Islands.
- **Hurricanes Matthew and Hermine 2016-2017** - Managed multiple jurisdiction debris removal contract activations on the eastern and western coasts of Florida.
- **South Carolina Ice Storms 2014** - Debris removal program leadership and guidance provided.
- **Hurricane Isaac 2012** – Provided senior project management and leadership in jurisdictions in and around New Orleans and the Louisiana Gulf Coast
- **Winter Storm Alfred 2011** – Provided management and leadership on a 22 City debris removal activation throughout the State of Connecticut
- **Hurricane Irene 2011** - Provided management and leadership on a multi-jurisdictional debris removal activation throughout the States of Virginia and North Carolina
- **Gulf Coast BP Oil Spill Recovery Programs 2010** – Program leadership and development.
- **State of Arkansas 2010** – Senior debris removal/recovery management and leadership following historic ice event statewide.
- **Washington Floods, 2009.** Program Management. Designed one of a kind local resident disposal program.
- **Oklahoma Ice Storms 2008** – Led debris removal recovery programs as operational lead in east central Oklahoma.
- **Georgia Tornado 2008** – Provided debris removal and leadership in Macon, GA
- **Iowa Flooding 2008** – Provided debris removal management in the wake of this historic event. 4,000 homes/3,000 businesses destroyed.
- **Hurricane Ike 2008-2009.** Houston- Galveston Theatre of Operations – Provided senior leadership and client services to 37 Cities & Counties in the wake of this historic hurricane.
- **Hurricane Gustav 2008** – Led disaster debris recovery mission in southeast Louisiana in the wake of this large-scale event.
- **Missouri/Oklahoma Ice Storms 2007** – Managed debris programs in Springfield, MO/Tulsa, Muskogee, and Checotah, OK.
- **Hurricane Katrina 2005/2006** – Served as senior project manager for debris removal operations on the Mississippi gulf coast for more than a year in the wake of this catastrophic event.
- **Hurricane Wilma 2005** – Served as debris recovery operations lead in Southwest Florida
- **Hurricanes Charley, Frances, Ivan, Jean 2004** – Served in a variety of roles from entry level to operations lead throughout this year of unprecedented storm activity.

### **EDUCATION/CERTIFICATIONS**

- Bachelor of Science – Political Science, University of North Florida 1990
- State of Florida Certified – Law Enforcement Officer / Firefighter / EMT
- State of Florida, Incident Command Center Operations and Communication
- IS630 - Introduction to the Public Assistance Process
- IS631 - Public Assistance I & II
- IS632 - Debris Operations in FEMA's PA Program
- IS393 - Introduction to Hazard Mitigation
- IS547 - Continuity of Operations
- IS325 - Earthquake Basics: Science, Risk, and Mitigation
- IS0253 - Environment & Historic Preservation
- IS0022 - Citizen Preparedness
- NIMS IS-700 - National Incident Management System
- NIMS IS-800 - National Response Framework
- Asbestos Disposal Training: Type 1, 2, 3

### **AWARDED MEDALS FOR:**

- Meritorious Service
- Lifesaving on two occasions
- Outstanding Scholastic Achievement in the Police Academy

### Jay Martin Zulinke, Project Superintendent

Jay Martin Zulinke has over 20 years of experience with debris removal, construction, utilities, and environmental operations. In his role as a superintendent, Mr. Zulinke promotes a safety-first mindset, and a culture centered around productivity and profitability. His skills include strong leadership, problem solving, and analytical thinking.

#### PROFESSIONAL EXPERIENCE

- **Ceres Environmental Services, Inc., Superintendent 2020 – Present**
  - **Hurricane Milton 2025.** – Performed restoration work for Lake County, FL after Hurricane Milton.
  - **Hermits Peak, Calf Canyon Fires October 2024 – Current.** Project Superintendent for the State of New Mexico Energy, Minerals and Natural Resources Department – Forestry Division Private Property Debris Removal Project.
  - **Hurricane Beryl July – August 2024.** Project Manager for debris removal in Richwood, TX following Hurricane Beryl.
  - **NMDOT Hermits Peak/Calf Canyon Flood, Straight Line Wind and Wildfire Recovery. September 2022-November 2023.** Superintendent in San Miguel and Mora County, New Mexico following Hermits Peak & Calf Canyon Fire. Mr. Zulinke's roles included supervising daily crew operations, leading quality control personnel, and facilitating daily meetings with traffic control crews, monitors, environmental and archeological personnel.
  - **Oregon Wildfire Recovery. Archie Creek Fire 2021 - 2022.** Superintendent in Douglas County, OR and Glide, OR. following Archie Creek Wildfire. Mr. Zulinke's roles included evaluating job sites to determine all trees in need of removal for ROW., recording and tracking all trees for invoicing, reviewing operations and crew completed assignments to ensure compliance with all state and contract policies, and overseeing daily operations of machinery and tree fallers for tree removal, slash removal, and log removal.
  - **Tropical Storm Nicholas 2021.** Superintendent in Richwood, TX for vegetative debris removal following Tropical Storm Nicolas.
  - **Hurricane Ida 2021.** Superintendent in Thibodaux, LA for the removal and disposal of debris following Hurricane Ian. Over 100,000 cubic yards of debris were removed.
  - **California Wildfire – Camp Fire, Butte County 2019-2020.** Superintendent in Butte County, CA. His roles included managing personnel and equipment, leading quality control of hazard trees to ensure all processes were executed according to protocol, reconciling invoices to eliminate errors, and overseeing maintenance of all tools and equipment. (Over 3000 ROEs managed; 768,458 tons of debris removed)
  - **Obenchain Fire 2020.** Superintendent in Jackson County, Oregon following the Obenchain Fire. Mr. Zulinke's roles included overseeing tree removal operations, creating layout plans for correct placement of equipment and materials, verifying safety procedures and policies among crews, facilitating daily meetings, directing operations for chipping of slash and logs, and creating layout plans.
- **Northeast Foods, Sanitation Supervisor 2022-2020.** Led a team of technicians to mairies w met for FDA, OSHA Safety, HAZMAT, and GMP.
- **Ameritech Utilities, DROP Construction Manager 2008-2011.** Trained subcontractors on OSHA safety standards and troubleshoot machinal repairs for constriction equipment.
- **Vermeer Northeast, Territory Technical Sales Manager 2006-2008.** Obtained factory certifications as Underground Specialist and Waste Reduction Specialist and sold industrial equipment to DOT, municipalities, and statewide programs.
- **Bryd Brothers, LLC, Project Manager – Emergency Department 2004 -2005.** Directed crew members in Volusia County following the 2004 Hurricane Season.
- **Mitchell Distribution Company, Manufacturer's Representative 2000-2003.** Sold heavy construction equipment.
- **U.S Army (Honorable Discharge).** Assembled over 100 steel bridges for use in military training in Germany in 3 years. Received commendations for representing 8th Infantry Division as part of the U.S. Army Ski Team. Served as a Truck Driver and Heavy Equipment Operator.

### EDUCATION/CERTIFICATIONS

- Johnson Community College – Welding Program
- Alfred State College – HVAC Certificate
- Erie Community College – Basic Carpentry
- Construction Safety & Health (30-Hour) | OSHA
- OSHA 40-Hour HAZWOPER
- OSHA Academy – Introduction to Job Hazard Analysis
  - Conducting a Job Hazard Analysis
  - Introduction to Safety Supervision
  - Safety Supervision and Leadership
  - Introduction to Safety Management
- Emergency Management Institute
  - Introduction to Debris Operations
  - Debris Management Plan Development
  - FEMA Safety Orientation

### Hubert Russell (Bo) Ansley, FEMA Reimbursement Specialist

Mr. Ansley worked with the U.S. Army Corps of Engineers (USACE) for 33 years. His experience includes Emergency Management; Technical Support to FEMA applicants, and sub-applicants to ensure FEMA eligibility, compliance with State regulations and adherence to contract specifications; review of FEMA eligibility and processing documentation for FEMA reimbursement; training sessions with clients; and development of new documentation systems. His experience runs deep both with Ceres and the US Army Corps of Engineers (USACE), where he served as a technical liaison to FEMA for Emergency Support Function 3 (ESF3) – Public Works and Engineering, and a Senior Level Debris Removal Subject Matter Expert (SME).

#### PROFESSIONAL EXPERIENCE

- **Hurricane Helene 2024.** Provided operational oversight and FEMA reimbursement assistance to Florida and Georgia jurisdictions affected by Hurricane Helene.
- **Hurricane Debby, 2024.** Provided operational oversight and FEMA reimbursement assistance for debris removal projects in Georgia following Hurricane Debby.
- **Hurricane Beryl 2024.** Provided operational oversight and FEMA reimbursement assistance to 16 jurisdictions in Texas following Hurricane Beryl.
- **Hurricane Idalia 2023.** Provided operational oversight and FEMA reimbursement assistance for debris removal in Georgia following Hurricane Idalia.
- **Hurricanes Ian and Nicole 2022.** Operations Area Manager and Client Services Liaison for 8 contract activations in Florida.
- **Yellowstone River Floods 2021.** Senior USACE Debris Removal SME and FEMA Liaison. Provided a comprehensive assessment of flooding impacts and waterway debris for the State of Montana.
- **Hurricanes Laura, Sally, and Zeta 2020.** Senior USACE SME and FEMA Liaison. Provided Technical Support to FEMA as well as multiple applicants in Louisiana, Alabama, and Florida. Provided supervisory oversight for 21 Federal Technical Monitors.
- **Southeast Tennessee Tornadoes 2020.** Senior USACE Debris Removal SME and FEMA Liaison for 3 local activations in the Chattanooga, TN area.
- **Hurricane Michael 2018.** Lead USACE Debris Removal SME and FEMA Liaison for 6 Florida Counties and 13 Georgia Counties. Served as Contracting Officers Representative for USACE Advanced Contract Initiative (ACI) in Georgia.
- **Hurricane Irma 2017.** Lead USACE ESF3 Liaison to FEMA Region 2. Prepositioned with Forward Team to VITEMA prior, during and after landfall. Supported Recovery Field Office and assisting in activating the Debris ACI for USACE.
- **Hurricane Maria 2017.** Supported recovery efforts in Puerto Rico as Emergency Management Chief, Mobile District. Managed USACE Recovery Field Office for multiple FEMA missions including power restoration, temporary roofing, debris removal and repair of critical public facilities.
- **Southeast Tornadoes 2017.** Lead USACE Debris Removal SME and FEMA Liaison for multiple activations near the City of Albany, GA.
- **Hurricane Matthew 2016.** Lead USACE Debris Removal SME. Provided technical assessment of storm impacts along the Florida Coast from St. Augustine to Melbourne.
- **Hurricane Hermine 2016.** Lead ESF3 Representative to FEMA in Florida. Developed debris volume estimate and debris removal cost estimate.
- **Pacific Ocean Storms 2015.** Served as USACE ESF3 forward for Guam (Typhoon Dalphin) and Saipan (Typhoon Soudler). Provided impact assessments for FEMA.
- **Oso, WA Landslide 2014.** Assistant ESF3 Team Lead and Debris SME supporting FEMA. Provided preliminary report and debris removal estimate.
- **Hurricane Sandy 2012-2013.** Lead Debris SME and Contracting Officers Representative – Suffolk County, NY. Oversaw Debris Removal Operation for Fire Island, NY.
- **Alabama Tornadoes 2011.** Supported recovery efforts as Emergency Management Chief, Mobile District. Managed USACE Recovery Field Office for multiple FEMA missions including temporary power, debris removal and repair of critical public facilities.
- **Hurricane Ike 2008.** USACE liaison to Texas and ESF3 lead in support of FEMA Region 6.
- **Hurricane Katrina 2005-2006.** Debris SME for Alabama recovery.

**EDUCATION/CERTIFICATIONS**

- Bachelor of Landscape Architecture, University of Georgia
- Graduate Certificate, Homeland Security and Emergency Management, George Washington University
- FEMA ICS 100, 200, 300, 400, 700, 800

### Tia Laurie, Contract/Subcontract Manager, Corporate Secretary

Tia Laurie provides background in several fields including quality control, construction, logistics, management, and contracting. Ms. Laurie serves as Qualifying Agent, holding General Contractors Licenses on behalf of Ceres in many states including California, Louisiana, Alabama, Tennessee, Mississippi, Oregon, and South Carolina. Certified in Construction Quality Management by USACE, Ms. Laurie has served in supporting roles on several missions for more than ten (10) years. Additionally, Ms. Laurie is responsible for the overall administrative response to all disaster response and recovery missions, including contracting and subcontracting. She manages the overall development and maintenance of relationships with subcontractors specifically in local areas of pre-event contracts and competitive pricing. Ms. Laurie also provides management in the areas of maintaining and upgrading the database, registration process, and evaluation criteria for subcontractor, as well as creating and executing their training programs.

#### PROFESSIONAL EXPERIENCE

- **Hurricanes Helene and Milton 2024.** Director of Administration including subcontracting and contract management for debris removal to 47 activations in Florida and Georgia following Hurricanes Helene and Milton.
- **Hurricane Debby, 2024.** Director of Administration including subcontracting and contract management for debris removal projects in Florida and Georgia following Hurricane Debby.
- **Hurricane Beryl 2024.** Director of Administration including subcontracting and contract management for debris removal in 16 jurisdictions in Texas following Hurricane Beryl.
- **Hurricane Idalia 2023.** Director of Administration including subcontracting and contract management for debris removal in Florida and Georgia following Hurricane Idalia. Over 1,800,000 cubic yards of debris were removed.
- **California Floods 2023.** Director of Administration including subcontracting and contract management for flood debris removal services in Tulare County, CA and Merced, CA.
- **Texas Winter Storm Mara 2023.** Director of Administration including subcontracting and contract management for debris removal in 2 Texas jurisdictions following a winter storm. 330,846 cubic yards of debris were removed.
- **State of Vermont Summer Flood 2023.** Director of Administration including subcontracting and contract management for 5920 tons of debris removal in (sixteen) 16 jurisdictions across the State of Vermont
- **Hurricanes Ian and Nicole 2022.** Director of Administration including subcontracting and contract management for 27 contract activations in Florida. Two of these contract surpassed 2 million cubic yards of debris each.
- **Hurricane Ida 2021.** Director of Administration including subcontracting and contract management for Ceres projects in Louisiana.
- **Oregon Wildfire Recovery 2020 – 2022.** Director of Administration including subcontracting and contract management for Oregon Department of Transportation Hazard Tree Removal Project. 22,311 trees were removed.
- **Oklahoma Ice Storm 2020.** Director of Administration including subcontracting, and management of 5 contract activations as a result of the Oklahoma Ice Storm. Over 200,000 cubic yards of debris were removed.
- **Hurricanes Hanna, Laura, Sally, Delta and Zeta 2020.** Director of Administration including subcontracting. Managed over 30 subcontractors providing debris collection, reduction, and disposal. While working contract administration on over 13 contract activations.
- **Linn County, IA 2020.** Director of Administration including subcontracting and managing 4 subcontractors and working contract administration. Over 1 million cubic yards of debris were removed.
- **Hamilton County, TN and Jones County, MS Tornadoes 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing debris collection, reduction, and disposal. Over 600,000 cubic yards of debris were removed.
- **Bulk Waste Removal 2020.** Director of Administration including subcontracting. Managed 6 subcontractors providing bulk waste removal to the City of Atlanta and Macon-Bibb County, GA as a result of limited staff due to COVID-19. 5,966 tons of waste were removed.

- **Paradise and Butte County, CA Fire 2019.** Director of Administration including subcontracting and managing over 23 subcontractors and working contract administration with CalRecycle. 768,558 tons of debris were removed.
- **Hurricanes Florence and Michael 2018.** Director of Administration for storm operations in a wide geographic area.
- **North Carolina Department of Agriculture 2018.** Director of Administration and Subcontracting Manager for hauling vegetative material for NC farms after Hurricane Florence.
- **Northern California Wildfire Debris Removal 2018.** Subcontractor Manager responsible for hiring all subcontractors for the USACE debris removal project in Lake, Mendocino and Napa Counties, CA following the fires between October and December of 2017.
- **Hurricanes Harvey, Irma, and Matthew 2017.** Director of Administration and Subcontracting Manager for over 50 storm and civil construction projects.
- **Hurricanes Hermine and Matthew 2016.** Subcontractor Manager for over 20 contracts in Florida, Georgia, South Carolina, and North Carolina following two hurricanes in September and October.
- **Louisiana Floods 2016.** Subcontractor Manager for Ceres response to August floods in Louisiana.
- **Winter Storm Cara and Goliath 2015.** Subcontractor Manager for debris removal and disposal projects in Oklahoma following winter storms.
- **Alabama and Mississippi Tornadoes 2014.** Subcontractor Manager for four separate tornado recovery projects in Kimberly, Adamsville, and Graysville, Alabama as well as Lee County, MS. 185,758 cubic yards of debris were removed.
- **Winter Storm Pax and Ulysses 2014.** Subcontractor Manager for Columbia County, GA and NC DOT ice storm recovery; Recruited and subcontracted companies for hauling, tree work, and grinding.
- **Hurricane Sandy 2012-2013.** Subcontractor Manager recruiting local subcontractors and vendors for Ceres response in New York and New Jersey.
- **Hurricane Isaac 2012.** Subcontractor manager for five separate contracts in response to Hurricane Isaac. Ceres provided recovery services to Jefferson Parish, Kenner, Livingston Parish, Denham Springs and St. Bernard Parish.
- **Winter Storm Alfred 2011.** Subcontractor Manager for response to unseasonal snowstorm in the Northeast. Ceres managed over 320,000 CY of debris in two locations.
- **Hurricane Irene 2011:** Subcontractor Manager for Greenville, NC response and recovery efforts.
- **Alabama Tornadoes 2011.** Subcontractor Liaison: recruited local and specialty subcontractors and vendors to provide services for tornado cleanup.
- **Haiti Earthquake 2010.** Subcontractor Liaison identifying specialist organizations & sea transport.
- **Ice Storms 2009.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal from county rights-of-ways in Kentucky.
- **Hurricanes Dolly, Gustav and Ike 2008.** Subcontractor Liaison screening and coordinating qualified subcontractors for debris removal, processing, and disposal operations.
- **Floods 2008.** Subcontractor Liaison identifying and coordinating qualified subcontractors for debris removal due to Cedar River flooding in Iowa.
- **Military Stars, Orion International 2007-2008.** Account Executive researching, identifying, and capturing of new clients providing opportunity for hiring of transitioning military personnel.
- **U.S. Army Corps of Engineers, Captain 1999-2005.** Battalion Logistics/Supply Officer, Detachment Commander, Company Executive Officer, and Topographic Platoon; awarded Bronze Star Medal for her bravery and meritorious service with USACE.

#### EDUCATION/CERTIFICATIONS

- Master's degree, Engineering Management, University of Missouri (Rolla)
- Bachelor's degree, Engineering Management, U.S. Military Academy, West Point, New York
- Engineer-In-Training (EIT/FE): Registered in New York, 1999
- FEMA certified IS-10, ICS-200, IS-102, IS-632, NIMS IS-700
- USACE CQM certified
- Red Cross Disaster Services certified

## 4.5 Equipment Resources

Ceres Environmental Services, Inc. and its family of companies own 2,188 pieces of equipment valued at over \$108 million. Substantially more additional equipment is available through our subcontractors. In our 2005 response for the USACE on Hurricane Katrina, Ceres provided more than 7,847 certified placarded vehicles and supporting loading equipment for an 11-parish region in Louisiana. Ceres-owned equipment augments our subcontractors' equipment and provides additional flexibility, direct management control, and higher levels of customer responsiveness and satisfaction.

Ceres owned equipment is modern and meticulously maintained, setting us apart from other contractors who rely on leased or subcontracted machinery. We have invested \$48 million in purchasing modern equipment over the past four years. All these pieces of equipment comply with EPA Tier 4/Tier 4 Final emission standards. The Tier 4 standards require that emission of PM and NOx be reduced by about 90% in non-road diesel engines.

Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors. Because of its extensive company-owned fleet, Ceres can send equipment and personnel to respond to a disaster regardless of the availability of subcontractors. Following the 2017 storm season, Ceres purchased significant amounts of equipment, including self-loading knuckle boom trucks, additional grinders, excavators, and other support equipment. This allowed Ceres to continue operations in the U.S. Virgin Islands and Puerto Rico in tandem with our response to Hurricane Florence and Hurricane Michael in 2018.

Ceres employs support personnel to maintain owned and leased equipment. Support personnel include (but are not limited to) mechanic helpers, master mechanics, asset/logistics managers and clerical support. Our field support personnel are supplied with mobile service vehicles and parts storage containers that can be strategically located to maximize our effectiveness. In order to keep our fleet in the field we maintain operational records on all equipment leased or owned. Those records are part of an automated preventative maintenance system that includes service records, repair history, spare parts inventory, technical manuals and electronic document capture.

Category	Owned	Description
Light Truck	209	Pickup Trucks, ½ & ¾ Ton Size
Service Truck	29	Mechanic & Oiler Trucks
Self-Loader Truck	27	Straight Trucks with Grapple Loader
Bucket Truck	63	Arbor Truck with Boom
Straight Truck	58	Flatbed, Dump & Roll Off Trucks
Semi-Tractor	52	Tandem & Tri Axle Tractors
Utility Trailer	85	Car Hauler & Service Trailers
Dump Trailer	52	Dump Trailers
Walking Floor Trailer	30	48' Self Unloading Debris Trailers
Tag Trailer	25	40K# Tag Along Trailer for Self-Loader Support
Lowboy Trailer	12	Heavy Equipment Hauler Trailers
Debris Container	39	Assorted Roll Off Containers
ISO Storage Container	81	Portable Shipping/Storage Containers
Inspection Tower	6	Portable Traffic Inspection Tower
Portable Office	7	Portable Self-Contained Office
Portable Berthing (R/V)	36	Assorted berthing to house and sleep crew
Wheel Loader	31	Assorted Wheel Loaders with Bucket and/or Grapple
Backhoe Loader	1	Wheel Backhoe Loaders
Skid steer Loader	28	Assorted Wheel or Track Skid steer Loaders
Swinger Loader	3	Swinger Loader with Bucket and/or Grapple
Telehandler	11	Assorted Sized with Forks, Grapple and Bucket
Hydraulic Excavator, Tracked	57	Assorted Tracked Excavators with Bucket and/or Grapple
Hydraulic Excavator, Wheel	2	Wheeled Excavator with Grapple, Breaker, and Buckets
Hydraulic Amphibious Excavator	2	Pontoon Flotation Excavator with 50' Reach, marsh excavators

Category	Owned	Description
Hydraulic Demolition Excavator	3	High Reach Demolition Units
Tracked Dozer	21	Assorted Dozers Straight Blade or 6 Way Blade
Self-Propelled Sweeper	10	Wet/Dry Sweeper, Truck Mounted Vacuum System
Tub Grinder	7	Assorted Sized Tub Grinder for Vegetative Reduction
Horizontal Grinder	12	Track Mounted and Trailer Mounted Grinders
Brush Chipper	60	Assorted Sized Pull Behind Chipper for Vegetative Reduction
Tree Chipper	10	Track Mounted and On Road Wheeled Self-Loading Chipper
Crusher, Jaw Style	1	Track mounted crusher unit
Portable Screening Machine	9	Assorted Screening Units for Soils and Aggregates, 2 on Tracks
Portable Material Density Separator	1	Water bath Unit for Separating Materials
Light Plant	11	Assorted Lamp Light Plants, 2 with 20KW Generator
Air Curtain	10	9 Portable Air Curtain Trench Burner and 1 Fire Box Incinerator
Water Pump	25	Portable Water Pumps Sizing from 3" – 12"
Generator Set	38	Assorted Generators Sizing from 6KW to 240KWmw
Assorted Attachments	446	Buckets, Grapples, Blades, Shears etc.... for equipment support
Marine Skimmer Vessel	5	Work Vessel Outfitted for Harbor Cleaning of Debris and Contaminants
Marine Cleaning Equipment	1	Self-powered Beach Cleaner
Forestry - Tree Handler	10	Track Mounted and On-Road Wheeled Long Reach 42' to 75' Reach
Forestry Equipment	19	Forwarders, Harvesters, Skidders, Tracked Masticator and Log Loaders
Water Trailer, Fire Response	57	Trailer with 525-gallon water tank, HP Pump and Fire Hoses
Logging Trailer	17	Hay Rack, Short Logger, Log Dolly
Miscellaneous	469	Tools, etc.

We recognize that subcontractors are crucial to our ultimate success in a major event. Below is a sampling of important equipment available through subcontractors:

Type of Equipment	Quantity
Air Curtain Burner	585
Bucket Trucks	1,136
Concrete/Rock Crushers	54
Excavator	3,356
Knuckleboom-Prentice-Style-Self-Loader	5,219
Roll Off Trucks	3,955
Skid Steer	7,439
Skid Steer with/Grapple	9,001
Tractor-Trailer End Dump	11,872
Tractor-Trailer Live Bottom	4,078
Truck-Dump-Single Axle	7,973
Truck-Dump-Tandem Axle	15,358
WheelLoader-FrontEnd-4Yard	6,092

## 4.6 Technical Disaster Recovery Assistance

From experience on over 400 FEMA-reimbursed projects, Ceres Environmental Services, Inc. knows that accurate and organized recordkeeping and reporting is vital to the successful completion of a project and full FEMA reimbursement. To meet this need, Ceres starts with training and education covering changes in FEMA rules, regulations and policies with follow-on topics including debris management planning and review. During the project, Ceres works to ensure debris eligibility and proper documentation for NTPs, work orders, debris site permits, truck certifications, load tickets, tree tickets, haul out tickets and final disposal locations. After the project is complete, Ceres assists in project closeouts with State and FEMA, supports clients through FEMA Requests for Information (RFIs), OIG audits and arbitration, attends post-project briefings, and provides lessons learned and recommendations for the next project. This careful attention to FEMA rules, regulations and policies, compliant documentation and strict internal quality control procedures serves to protect Lake County's FEMA reimbursement and future budgets. **Throughout Ceres' history, no client has been denied reimbursement for eligible work Ceres has performed.**

Ceres has FEMA reimbursement liaison officers on staff that provide expertise to Ceres and the County in order that all Project Worksheet activities and other reimbursement documentation are filed successfully.

### Training

The Ceres Pre-Event Training Program covers a wide array of disaster topics and is tailored specifically to the County's needs and education. Topics focus on three different timelines to better understand the entire contract life cycle:

- What can we do today?
- How do we respond to the event?
- Where do we go from here?

These timelines allow Ceres to develop a Pre-Event Training Program based on the specific needs and education of each client. Clients with little or outdated debris experience may want to focus on debris planning or Lake County-Ceres response immediately following an event. Conversely, clients with repeated experience from the recent hurricane seasons may want to focus on project documentation after a debris project is complete. Below, we break down each of the three timelines to expand on the Ceres Pre-Event Training Program.

### What can we do today?

Ceres routinely works with clients on what can be done today in clear skies. The topics are:

- **Disaster Debris Management Planning**
  - Review of existing Emergency Operations Plan and Disaster Debris Management Plan – Using FEMA's Debris Management Plan Job Aid, Ceres reviews existing debris management plans for the 10 basic elements of a comprehensive plan. Further still, Ceres offers internal lessons learned from past projects to bolster the effectiveness of the plan and uses other Federal and State guidance as an additional check, including U.S. EPA's *Planning for Natural Disaster Debris*.
  - Draft a Disaster Debris Management Plan – Ceres personnel have written many disaster debris management plans for local governments, State governments and the U.S. Army Corps of Engineers. In 2019, following Hurricane Dorian, Ceres wrote the disaster debris management plan for the Commonwealth of the Bahamas which was also adopted by the United Nations Developmental Programme, Caribbean Region.
  - Disaster Debris Management Plan Workshop – Ceres provides a classroom-style training covering the various planning considerations for the emergency push operations, debris estimating/preliminary damage assessments (PDAs), debris collection strategies, locating and identifying temporary debris sites, pros/cons of different debris reduction methods, final disposal options, debris monitoring, OSHA compliance and safety, environmental protection, historical preservation (Section 106 compliance) and countless others.
- **Changes in Federal and State Guidance**
  - Continued Growth: Changes in FEMA Policy – Ceres provides classroom-style training to highlight changes, or considered changes, in FEMA rules, regulations and policies. During past trainings, Ceres has focused on changes in FEMA procurement policies, introduction of the PAPPG and recent Disaster Specific Guidance from hurricanes Harvey, Irma, Maria, Florence and Michael.

- Recent State Legislative Changes – As States gather more experience, their response mechanisms often change. Recently, Ceres gave a presentation to the American Public Work Association, Texas Chapter regarding the recent State legislative changes and the implementation of the State's new Catastrophic Debris Management Annex.
- Know Where to Look: Additional Funding Mechanisms for Debris – Ceres expands on little known or understood alternative Federal grant programs that offer additional funding for debris through NRCS, FHWA, USACE, USDA, USDOL and HUD.

### How do we respond to the event?

The Ceres goal with each client is to develop a partnership that seamlessly integrates two diverse teams to realize a quick and organized debris management project. To achieve this goal, we say how do we respond in an event? The topics are:

- **Tabletop Exercises** – Ceres offers and/or participates in disaster exercises with clients to better understand the client's disaster response mechanisms. When developing exercises for a client, Ceres addresses the highest client-specific disaster risk, i.e. hurricanes or tornadoes. The exercises include pre-event activities leading up to disaster impact, immediate response following the aftermath of the disaster and subsequent transition to long-term debris operations. Throughout the process, Ceres uses sealed manila envelopes to surprise participants with various debris related issues, such as damage to a curb stop by a debris hauler, debris site is full and require an additional site, etc.
- **Tricks of Trade: Tough Lessons Learned from 45+ Years of Experience** – Just over the past 4 years, Ceres has responded to 100+ federal-funded contracts, performed over \$500mil in projects, and worked in 3 distinct islands groups in the Caribbean and across the U.S. With those experiences, Ceres has learned a lot. This classroom like training covers those experiences and how we currently adapt the lessons learned into our ongoing and future operations. Two such topics include private property debris removal requests and commercial debris removal requests, both of which Ceres has extensive experience assisting local FEMA funding.
- **Communication with a Displaced Population: How Can We Do It?** – This is a classroom-style training with breakouts into teams to develop catch phrase and different ways to communicate to the County's residents. Ceres focuses on different methods of communication with shelter-in-place, evacuated and displaced residents while developing content that expedites debris removal and fits Lake County's recovery timeline. During the training, Ceres provides sample videos, radio advisories, newspaper articles, door hangers, mail inserts, social media posts, etc.
- **Document, Document, Document: Debris Monitoring** – Accurate and compliant documentation is critical to FEMA reimbursement. In this classroom-style training, Ceres discusses debris monitoring in each phase of a debris management project and what information is critical to FEMA reimbursement. We look at technological advances in debris monitoring like automated debris management systems and discuss critical elements of a 214 Activity Log, truck certification, load ticket and tree ticket.
- **Back to the Basics: Debris Management 101** – This is a classroom style training focused on providing inexperienced client personnel with an introduction to debris management operations.
- **Keeping It Between the Lines: Working with Regulatory Agencies for Debris** – Numerous State and Federal agencies and departments have a role to play in a debris removal project. This classroom style training focuses on various debris guidance from OSHA, EPA, EHP
- **Behind the Curtain: Becoming a Ceres Project Manager** – In short, this is the training Ceres offers to incoming and returning project managers. This helps client personnel understand the considerations Ceres uses when establishing zones, assigning, and dispatching trucks, selecting and constructing temporary debris management sites, closing out zones, remediating damage and wrapping up a project.

### Where do we go from here?

The topics are:

- **After Action Reports/Meetings** – Ceres is a very big proponent of after-action reports and meetings. What did we do well? What did we do poorly? Ceres brings an honest and introspective view to Ceres operations and the debris project as a whole. Since 2016, Ceres has expanded different elements of internal operations based on action items from these meetings. For example, following hurricanes Harvey, Irma and Maria, Ceres invested in more knucklebooms and grinders to insulate the company

from subcontractor no shows and skip outs – unless your name is on the side of the truck, you cannot guarantee a response time. Ceres name is on the side of those trucks.

- **Avoiding the Disaster After the Disaster: Your FEMA Reimbursement** – Ceres focuses heavily on ensuring our clients are reimbursed for all disaster debris work performed. Topics vary depending on the audience (Finance vs. Procurement vs Public Works) and the knowledge level but can include the following.
  - Procurement Conducted Under Exigent of Emergency Circumstances (FEMA Fact Sheet)
  - Elements of a Project Worksheet (FEMA Fact Sheet 9580.5) – Ceres discusses various elements of Project Worksheet and focuses largely on damage description, scope of work, cost estimate, contract documentation and materials back up documentation.
  - Closing out debris projects with the State – Ceres helps package critical and frequently requested debris documentation in a usable and easily retrievable format.
  - Preparing for an OIG Audit – Ceres reviews past FEMA OIG entrance questionnaires and pulls recent OIG reports to better understand debris issues and pitfalls to local government responses.
  - Responding to FEMA RFIs – Ceres routinely helps clients gather documents and develop responses to FEMA Requests for Information.
  - Ready for Arbitration – On a few occasions, Ceres clients have run the course with FEMA RFIs and opted to head into arbitration. Ceres assists clients and their legal representation in developing arguments to successfully win arbitration hearings.

### Reimbursement Assistance

Ceres has experienced personnel trained in providing the necessary documentation and assistance in the preparation of reimbursement claims for the County. If requested, Ceres will provide the County with turnkey services or guidance and technical assistance to ensure proper preparation and submittal of claims for reimbursement and other available funding. Our FEMA reimbursement liaisons have supervised and trained personnel on disaster response and relief efforts in New York following 9/11 and on subsequent events including Hurricanes Ian, Ida, Laura, Delta, Sally, Michael, Irma, Maria and Florence. We can help a local government make certain that federal funding approvals are followed by timely reimbursement.

### Program Management Assistance

Ceres is experienced and trained to provide all the following services to the County:

- Developing Preliminary Damage Assessment (PDA) for Submittal to State and FEMA
- Emergency Work Definition and Application to Lake County (Category A and Category B)
- Permanent Work Definition and Application to Lake County (Categories C through G)
- Assistance with Applicant's Briefing
- Identifying Expenditures Eligible for Reimbursement
- Review of Scope of Work
- Recovery Process Documentation
- Recovery Process Oversight
- Force Account Labor Assistance
- Preparation of Project Worksheet (PW)
- Review of records system for applicability to State and Federal Requirements
- Orientation and training of client personnel on documentation requirements
- Assist in the establishment of the "Clerk of Records"
- Claim Documentation
- Public Service Announcements

### Documentation – Field Operations

Ceres has its own forms for truck certification, load tickets, force account labor and equipment, man-hours, and equipment supplied. Ceres is pleased to provide these, and any other forms needed for the County.

Ceres often provides these forms to clients during disaster response projects. For example, Ceres performed debris removal for Indian River County following back-to-back hurricanes Matthew and Irma in 2016 and 2017. Since the County performed its own monitoring, Ceres brought its own truck certifications, load tickets, and other required forms for the County monitors' use.

During project closeout, Ceres scanned all truck certification and load tickets and provided back to the County for recordkeeping. Lastly, Ceres has transitioned its time and materials logs for emergency debris clearance to mirror an ICS Form 214 more closely. This is the standard ICS form used in emergency management to log activities performed by various ESFs. By mirroring this form in our own activities, Ceres can more seamlessly assimilate into Lake County's emergency response functions and quicken PW development and cost tracking.



In addition to its proprietary forms, Ceres is also familiar with the sample forms included in the 2021 version of the Public Assistance Debris Monitoring Guide and the guidance provided by the Public Assistance Program and Policy Guide (**PAPPG v4**). These FEMA publications provide guidelines for debris management from preparation to concluding response and offer multiple sample forms for use during monitoring, including load tickets and truck certifications.

Ceres is also intimately familiar with PAPPG, Title 2 of the Code of Federal Regulations (CFR) Part 200 Procurement Standards, the Procurement Disaster Assistance Team Field Manual (2019 version) and other pertinent FEMA policy guides, fact sheets, and disaster specific guidance. Ceres maintains this information in a central repository to quickly compare policy guide revisions and distribute it to clients. When FEMA transitioned from 44 C.F.R. 13.36 to 2 C.F.R. 200, Ceres and its attorney wrote a crosswalk article highlighting the changes from one set of regulations to the other (The Construction Lawyer, Volume 36, Number 4, Fall 2016, Emergency Contracting: Avoiding a Disaster After the Disaster). In short, Ceres has access to and understands the various rules, regulations and policies required to meet FEMA reimbursement guidelines.

Ceres has recently expanded its field operations reporting with the latest ESRI GIS software suite, ArcGIS 10.7TM. Ceres can create sector, zone and subzone maps to augment completion of PDA Forms, provide better estimates of debris quantities/types, track the progress of debris collection operations and help closeout zones/subzones. In totality, ArcGIS helps create a common operating picture between Ceres, its various department and the County. ArcGIS has become an integral part of Ceres overall operations and is developing a common operating picture within Ceres and among our partners.

To highlight the importance of ArcGIS, Ceres recently implemented the software suite during Ceres' completion of CalRecycle's Camp Fire debris removal project, as well as for ongoing operations in Abaco, Bahamas from Hurricane Dorian. Ceres can tailor forms and reports with each project to capture required information and help create an administrative record to protect the County FEMA reimbursement. A screenshot of a sample report is provided on the previous page; complete copies are available upon request.



**Quality Control Form**  
Debris Removal

Submitted Time: 10/05/2019 7:01 AM  
APN: 058-520-009-000  
Address: 058-520-009 BARDEES BAR RD

QC Name	Mike Randall	
SUB	P31	
TF	9	
Weather Conditions	Weather Class	Class A
	Min Temperature	45
	Max Temperature	70
	Precipitation	0
Unique Features	Yes, Steep rutted driveway to top site	
Access	Poor up top, bottom is good.	
Rock	Yes, 3 loads on driveway	
Proximity to Stream or Watershed	Neither	
Walls or Chimney	No	
Multiple Outbuildings	No	
Vehicles	Yes, 1 pick up truck	
Pool	No	
Fencing	No	
Property Progress	Start: 60, End: PFI	
Picture #1		

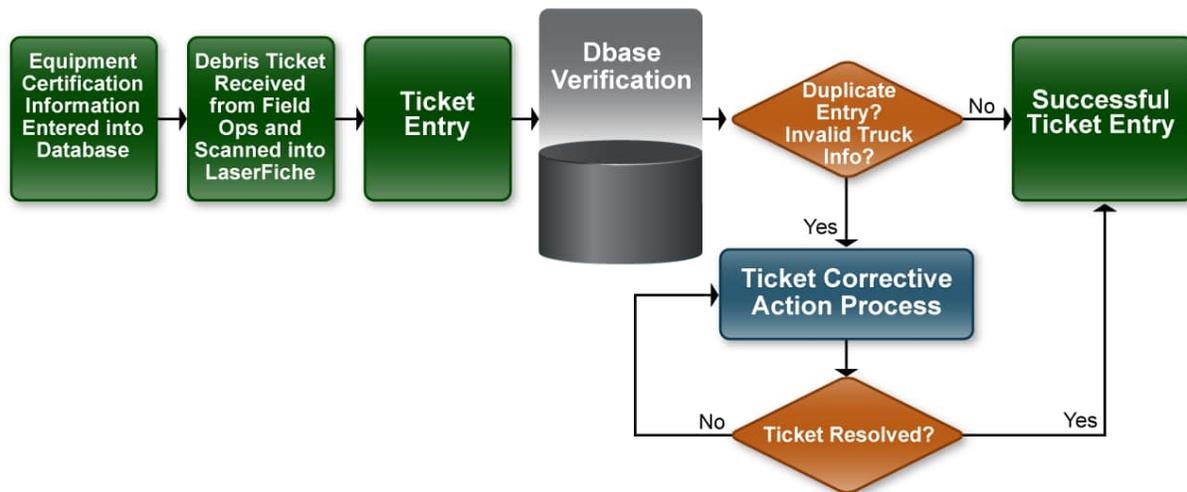
### Documentation – Administrative

Tickets and Truck Certification Forms are the foundation of the major expenses on most projects. Tickets are designed in several versions depending on what information is required. Tickets may track debris by cubic yard, tons, each, or load. The debris stream may also influence the ticket form that is selected for any particular project phase. Truck Certification forms are also critical documentation that must be accurately

and carefully recorded. These forms are carefully structured to ensure that all necessary information, as required by FEMA, is recorded. FEMA requires signed truck certification forms for every vehicle hauling on the project and a signed dump ticket for every load. Ceres supplies these 5-part carbonless forms if the County wishes.

Ceres has developed a powerful custom database that links key components of documentation including the truck certification database, ticket database, and the database containing all of the images of each individual ticket and the truck certifications. Ceres' ticket database has been in use for more than 10 years and is easily modified to meet the varying needs of our clients. The database is also designed to make data entry easy. One data entry person, with minimal training, can enter over 700 tickets per day. Drop down selections, short cuts and static information retrieval make data entry fast and accurate. The system does not allow entry of duplicate tickets thus preventing duplicate billing and duplicate payments. The system does not allow a ticket to be entered with an amount that exceeds the certified load amount of the truck. Additional features of this custom software make it flexible enough to record data that is known to be required for a particular circumstance or project. Ceres maintains separate databases for each project to ensure that data integrity is maintained.

Each completed truck certification form and each load ticket are electronically scanned at the field office and then transmitted to an imaging database located on a secure Ceres server outside the disaster area. The scanned information is then retrieved by our data entry staff and entered into the appropriate project database under normal office conditions. Database rules require that first the truck owner (Ceres or one of its subcontractors) and then the individual truck be established in the database before the system will accept any load ticket information for that truck



Ceres 00

This flow chart illustrates the data flow and system logic for handling completed load tickets. The system will check for a non-duplicate ticket number, a valid truck number and that the load does not exceed the verified capacity of the truck before information will be saved in the data base.

Ceres has taken great care to develop both policies and procedures that can be consistently applied to every project. The Ceres "Data Entry/Accounting Procedures" manual is used to provide guidance to our data entry personnel, so all data is entered in a consistent manner to ensure data integrity. This extra planning makes the implementation of a project easier and faster. Additionally, the use of advanced communication technologies, such as wireless and satellite internet connections; cell phones with voice, data and text; and electronic imaging of paper documents, allow Ceres to simultaneously manage multiple projects, in multiple states. All reimbursable activities under a particular contract, for example, stump removal, operation of hourly rate equipment, and personnel hours, are recorded by our operations staff.

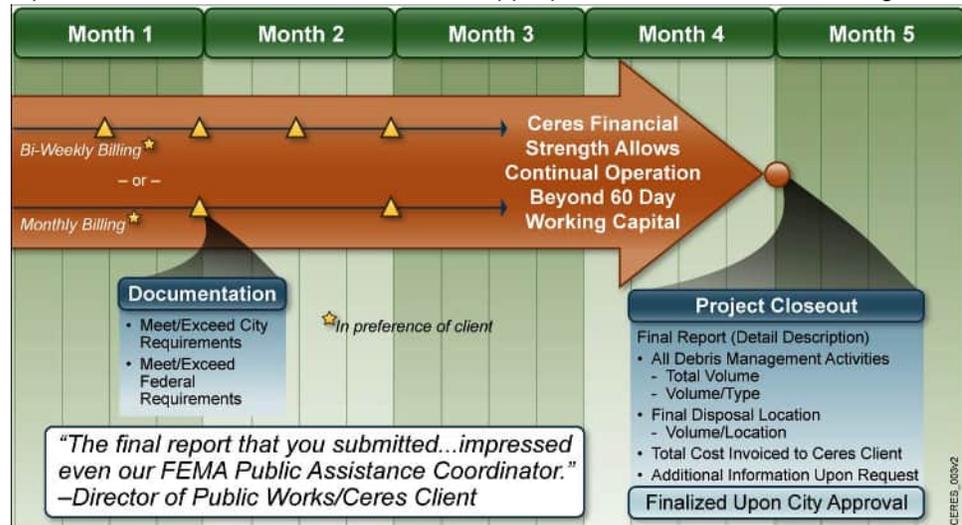
At any time, Ceres' image databases (images include both tickets and truck logs) are available to all our governmental customers as password protected read only files on the internet. The data has been used for audits by such Federal agencies as the U.S. Army Corps of Engineers.

Ceres audits the database for inconsistencies, data entry error and data integrity daily. This ensures that records of all potentially reimbursable activities are acceptable and auditable by FEMA.

Both standard and custom reports can be generated from Ceres databases. These reports are used to invoice work performed to the Client, to pay subcontractors, and to provide management/field operations with production reports. This information is readily shared in a variety of formats.

### Invoicing

Ceres can invoice the County on a weekly, bi-weekly or monthly basis and in any format the client or a client's representative requires. Each invoice is submitted with appropriate documentation relating to the services provided. Documentation shall meet or exceed County and federal requirements for funding and reimbursement purposes. Ceres will provide technical assistance to the County in the completion of claims filed to FEMA or other agencies for funding and reimbursement. A documentation team will be assembled from representatives of quality control and accounting. This team will assist the County throughout the invoicing and reimbursement process long after the work has been completed. Ceres' financial strength enables Ceres to operate within the working capital requirement of the contract.



Invoices are generated as contractually agreed with all necessary supporting documentation. Project closeout is expedited by automated controls on truck identification, load sizes and ticket number validity.

### Internal Audit

Ceres regularly conducts internal audits of the debris data to ensure foul play is not occurring on the project. For example, a Project Accountant will run reports on the average load calls, number of hauls per day, and total cubic yards hauled per day. That information is then compared for every truck to determine if someone falls outside the expected range. If a truck is below or above the expected range, the Project Manager or QC team will review the work of the individual truck and generate a report to document the discrepancy. Additionally, our GIS team may map all the collection locations across the County. One area seems to have tens of loads originating from the same or close by location. Similarly, the Project Manager or QC team will review the work and generate a report to document the discrepancy.

### Monitoring Consultants

Many of Ceres' clients choose to contract with a firm providing monitoring services. The services provided by a monitoring firm may include: damage assessment, training, emergency and pre-event planning, direct communications with the County, incorporation of County forms and FEMA forms, post-event construction management, funding, and grants management. To eliminate any question of conflict of interest we will not involve ourselves in the actual selection process and we do not endorse nor recommend any of the monitoring companies. We do strongly recommend that the County verify that the proposed monitoring firm is not de-listed by the federal government on the "Excluded Parties List System" at [www.epls.gov](http://www.epls.gov).

Ceres maintains extensive experience working with almost every debris monitoring firm in the industry today. Given the countless projects with each debris monitoring firm, Ceres understands the ins and outs of each firm's response and recovery structure, their respective automated debris management system (ADMS) and their respective invoicing procedures to ensure compliant documentation and payment

recommendations. This seamless integration happens at the field level with truck certifications, monitor dispatches, zone assignments, zone closeouts and the administrative level with contracts/pricing schedule during project kick off, final disposal permits/documentation, ADMS login/downloads, and invoice reconciliation. Each day, Ceres' accounting staff imports the monitor's ADMS data by mapping the Excel spreadsheet and uploading it to Ceres database. Ceres' accounting staff then reconciles the previous day's data, identifies inconsistencies, and communicates those inconsistencies back to the monitoring firm to help ensure data integrity used in reports and invoices. Much of these elements happen outside the purview of the County, but because of the experience with each debris monitoring firm, Ceres can anticipate your needs and proactively help fill out Lake County's contract record for FEMA reimbursement.

### **Production Reporting**

Ceres has developed specific procedures to ensure proper and thorough documentation of daily project activities and adherence to strict quality control requirements. Daily documentation required for each debris management project will meet or exceed contractual, FEMA or other agency requirements. Ceres has developed project-tracking forms to ensure accurate reporting. In addition to the forms already mentioned, other forms include truck certification logs, production logs, shift inspection checklists, safety meeting report forms, daily crew reports, and various equipment usage reports. From this information, Ceres can provide daily, weekly, monthly and quarterly reports as requested by the client. A few reports generated for clients in the past 5 years include Diversity Plan Monthly Status Reports, Paid Summary Reports, and Utilization and Data Monthly Reports. Ceres strong and accurate field administration feeds the production reporting developed and submitted by the accounting staff.

**EXHIBIT B**

<b>Ceres Environmental Services, Inc.</b>				
<b>SAVE AND SUBMIT AS AN EXCEL FILE</b>				
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>				
<b>ITEM #</b>	<b>EQUIPMENT TYPE WITH OPERATOR (Includes fuel and maintenance costs)</b>	<b>UNIT OF MEASUREMENT</b>	<b>COST</b>	<b>DAY RATE</b>
1	5-14 Cubic Yard Dump Truck	Hourly Rate	\$115.00	\$1,150.00
2	15-24 Cubic Yard Dump Truck	Hourly Rate	\$125.00	\$1,250.00
3	25-34 Cubic Yard Dump Truck	Hourly Rate	\$150.00	\$1,500.00
4	35-44 Cubic Yard Dump Truck	Hourly Rate	\$175.00	\$1,750.00
5	45-54 Cubic Yard Dump Truck	Hourly Rate	\$200.00	\$2,000.00
6	55-64 Cubic Yard Dump Truck	Hourly Rate	\$225.00	\$2,250.00
7	65-74 Cubic Yard Dump Truck	Hourly Rate	\$250.00	\$2,500.00
8	75+ Cubic Yard Dump Truck	Hourly Rate	\$300.00	\$3,000.00
9	40 Cubic Yard and under Grapple Truck	Hourly Rate	\$240.00	\$2,400.00
10	41 Cubic Yard and over Grapple Truck	Hourly Rate	\$240.00	\$2,400.00
10a	41 Cubic Yard Grapple Truck Tow Behind Unit	Hourly Rate	\$245.00	\$2,450.00
11	Service Trucks	Hourly Rate	\$150.00	\$1,500.00
12	Water Truck (2,000 Gallon)	Hourly Rate	\$150.00	\$1,500.00
13	Water Truck (4,000 Gallon)	Hourly Rate	\$175.00	\$1,750.00
14	up to 40' Bucket Truck	Hourly Rate	\$175.00	\$1,750.00
15	41'-50" Bucket Truck	Hourly Rate	\$200.00	\$2,000.00
16	51'-60' Bucket Truck	Hourly Rate	\$225.00	\$2,250.00
17	61'-80' Bucket Truck	Hourly Rate	\$250.00	\$2,500.00
18	81'+ Bucket Truck	Hourly Rate	\$275.00	\$2,750.00
19	Box Truck	Hourly Rate	\$150.00	\$1,500.00
20	Wheel-Loader 3 CY / 30k lbs	Hourly Rate	\$150.00	\$1,500.00
21	Wheel-Loader 4 CY / 40k lbs	Hourly Rate	\$175.00	\$1,750.00
22	Wheel-Loader 5 CY / 54k lbs	Hourly Rate	\$200.00	\$2,000.00
23	Wheel-Loader 6 CY / 54k lbs	Hourly Rate	\$225.00	\$2,250.00
24	Skid Steer Loader up to 59 HP	Hourly Rate	\$150.00	\$1,500.00
25	Skid Steer Loader 60-70 HP	Hourly Rate	\$175.00	\$1,750.00
26	Skid Steer Loader 71-80 HP	Hourly Rate	\$200.00	\$2,000.00
27	Skid Steer Loader 81+ HP	Hourly Rate	\$225.00	\$2,250.00

28	Loader, Wheel Backhoe 1CY	Hourly Rate	\$150.00	\$1,500.00
29	Loader, Wheel Backhoe 1.5CY	Hourly Rate	\$175.00	\$1,750.00
30	Loader, Wheel Backhoe 1.75CY	Hourly Rate	\$200.00	\$2,000.00
31	Tractor with Box Blade	Hourly Rate	\$150.00	\$1,500.00
32	30 Ton or Smaller Crane	Hourly Rate	\$300.00	\$3,000.00
33	30 Ton or Larger Crane	Hourly Rate	\$400.00	\$4,000.00
34	Bulldozer up to 74 HP	Hourly Rate	\$200.00	\$2,000.00
35	Bulldozer 75-105 HP	Hourly Rate	\$225.00	\$2,250.00
36	Bulldozer 106-160 HP	Hourly Rate	\$250.00	\$2,500.00
37	Bulldozer 161-250 HP	Hourly Rate	\$275.00	\$2,750.00
38	Tub Grinder up to 440 HP	Hourly Rate	\$400.00	\$4,000.00
39	Tub Grinder up to 441-630 HP	Hourly Rate	\$450.00	\$4,500.00
40	Tub Grinder up to 631-760 HP	Hourly Rate	\$500.00	\$5,000.00
41	Tub Grinder up to 761+ HP	Hourly Rate	\$550.00	\$5,500.00
42	Equipment Transports	Hourly Rate	\$150.00	\$1,500.00
43	Motor Grader 10' Moldboard	Hourly Rate	\$150.00	\$1,500.00
44	Motor Grader 12' Moldboard	Hourly Rate	\$175.00	\$1,750.00
45	Motor Grader 14' Moldboard	Hourly Rate	\$200.00	\$2,000.00
46	Stump Grinder	Hourly Rate	\$150.00	\$1,500.00
47	Excavator 0.5 CY	Hourly Rate	\$175.00	\$1,750.00
48	Excavator 1.0 CY	Hourly Rate	\$200.00	\$2,000.00
49	Excavator 1.5 CY	Hourly Rate	\$200.00	\$2,000.00
50	Excavator 2.0 CY	Hourly Rate	\$200.00	\$2,000.00
51	Excavator 2.5 CY	Hourly Rate	\$225.00	\$2,250.00
52	Excavator 3.0 CY	Hourly Rate	\$225.00	\$2,250.00
53	Excavator 4.5 CY	Hourly Rate	\$250.00	\$2,500.00
54	Excavator 7.5 CY	Hourly Rate	\$250.00	\$2,500.00
55	Excavator 12 CY	Hourly Rate	\$300.00	\$3,000.00
56	12 Ton Lowboy	Hourly Rate	\$150.00	\$1,500.00
57	25 Ton Lowboy	Hourly Rate	\$175.00	\$1,750.00
58	50 Ton Lowboy	Hourly Rate	\$200.00	\$2,000.00
59	Flatbed Trailer	Hourly Rate	\$125.00	\$1,250.00
60	Passenger Car	Hourly Rate	\$100.00	\$1,000.00
61	Pickup Truck	Hourly Rate	\$100.00	\$1,000.00
62	Pickup Truck, 1 Ton	Hourly Rate	\$125.00	\$1,250.00
63	Pickup Truck, 4X4	Hourly Rate	\$150.00	\$1,500.00
64	Pickup Truck, Extended Cab	Hourly Rate	\$150.00	\$1,500.00
65	12' Work Boat with Motor	Hourly Rate	\$150.00	\$1,500.00
66	12' Work Boat without Motor	Hourly Rate	\$75.00	\$750.00
67	20' Response Trailer	Hourly Rate	\$125.00	\$1,250.00
68	36' Response Trailer	Hourly Rate	\$150.00	\$1,500.00
<b>ITEM #</b>	<b>PERSONNEL AND/OR EQUIPMENT TYPE</b>	<b>UNIT OF MEASUREMENT</b>	<b>COST</b>	<b>DAY RATE</b>
69	1" Diaphragm Pump	Hourly Rate	\$125.00	\$1,250.00
70	1" Suction or Discharge Hose	Hourly Rate	\$40.00	\$400.00

71	2" Chemical Suction or Discharge Hose	Hourly Rate	\$220.00	\$2,200.00
72	2" Diaphragm Pump	Hourly Rate	\$250.00	\$2,500.00
73	2" Suction or Discharge Hose	Hourly Rate	\$110.00	\$1,100.00
74	3" Chemical Suction or Discharge Hose	Hourly Rate	\$230.00	\$2,300.00
75	3" Diaphragm Pump	Hourly Rate	\$390.00	\$3,900.00
76	3" Suction or Discharge Hose	Hourly Rate	\$150.00	\$1,500.00
77	3" X 12' Absorbent Boom – Universal	Box of 4	\$100.00	N/A
78	30 Gallon Over-Pack	Hourly Rate	\$115.00	\$1,150.00
79	4 mil 20 X 100 Polyethylene	Each	\$65.00	N/A
80	2000-3000 Watt Generator	Hourly Rate	\$75.00	\$750.00
81	3001-4000 Watt Generator	Hourly Rate	\$125.00	\$1,250.00
82	4001-5000 Watt Generator	Hourly Rate	\$250.00	\$2,500.00
83	5001-10,000 Watt Generator	Hourly Rate	\$325.00	\$3,250.00
84	10,001-20,000 Watt Generator	Hourly Rate	\$400.00	\$4,000.00
85	5" X 10' Absorbent Boom- Petroleum	Each	\$28.00	N/A
86	55 – Gallon Drum Liners, 10 mil	Each	\$10.00	N/A
87	55 - Gallon Drums	Each	\$100.00	N/A
88	6 mil 20 X 100 Polyethylene	Each	\$400.00	N/A
89	6 mil Bags	Each	\$20.00	N/A
90	8"X10' Absorbent Boom – Petroleum	Hourly Rate	\$55.00	\$550.00
91	95 Gallon Poly Over-pack	Each	\$325.00	N/A
92	Absorbent Pads Bundle – Petroleum	Each	\$155.00	N/A
93	Absorbent Pads Bundle – Universal	Each	\$195.00	N/A
94	Acid Suit	Hourly Rate	\$25.00	\$250.00
95	Administrative Assistant	Hourly Rate	\$45.00	\$450.00
96	Air Blower	Hourly Rate	\$20.00	\$200.00
97	Air Filtration Panel	Hourly Rate	\$100.00	\$1,000.00
98	Air-Hose Section	Hourly Rate	\$33.00	\$330.00
99	Airless Spray	Hourly Rate	\$75.00	\$750.00
100	Airline Respirator (includes 150' of Airline)	Hourly Rate	\$175.00	\$1,750.00
101	Asbestos Abatement Supervisor	Hourly Rate	\$90.00	\$900.00
102	Asbestos Abatement Worker	Hourly Rate	\$75.00	\$750.00
103	Asbestos Inspector	Hourly Rate	\$85.00	\$850.00
104	Barrel Cart	Hourly Rate	\$40.00	\$400.00
105	Boot Covers	Pair	\$4.00	N/A

106	Cascade Air System Per Employee	Hourly Rate	\$50.00	\$500.00
107	Caution/Hazard Tape	Each	\$8.00	N/A
108	Chemist	Hourly Rate	\$125.00	\$1,250.00
109	Chainsaw 18"	Hourly Rate	\$20.00	\$200.00
110	Chainsaw 20"	Hourly Rate	\$30.00	\$300.00
111	Chainsaw 25"	Hourly Rate	\$35.00	\$350.00
112	Chainsaw 30" +	Hourly Rate	\$40.00	\$400.00
113	Circular Saw	Hourly Rate	\$40.00	\$400.00
114	Clerical	Hourly Rate	\$45.00	\$450.00
115	Climber with Gear	Hourly Rate	\$90.00	\$900.00
116	Combustible Gas Indicator	Hourly Rate	\$75.00	\$750.00
117	Cotton or Latex Gloves	Pair	\$2.00	N/A
118	Compressor Small 10 CFM	Hourly Rate	\$15.00	\$150.00
119	Compressor Large 50 + CFM	Hourly Rate	\$40.00	\$400.00
120	Cutting Torch	Hourly Rate	\$50.00	\$500.00
121	Detector Tubes	Pair	\$129.00	N/A
122	DOT Hazardous Waste Labels	Each	\$2.00	N/A
123	Drill w/ Bits	Hourly Rate	\$100.00	\$1,000.00
124	Duct Tape	Roll	\$10.00	N/A
125	Electrical Cord Section (50')	Each	\$50.00	N/A
126	Equipment Operator	Hourly Rate	\$70.00	\$700.00
127	Extension Ladders	Hourly Rate	\$25.00	\$250.00
128	Fiber drums	Hourly Rate	\$75.00	\$750.00
129	Field Hazardous Material Manager	Hourly Rate	\$95.00	\$950.00
130	Field Hazardous Material Technician	Hourly Rate	\$95.00	\$950.00
131	Field Project Foreman	Hourly Rate	\$85.00	\$850.00
132	Field Project Supervisor	Hourly Rate	\$75.00	\$750.00
133	Fire Extinguisher	Hourly Rate	\$20.00	\$200.00
134	First Aid Station	Day Rate Only	N/A	\$1,250.00
135	Foreman with Truck	Hourly Rate	\$90.00	\$900.00
136	Grounding Cable and Rod	Hourly Rate	\$25.00	\$250.00
137	Hand Auger, Stainless Steel	Hourly Rate	\$75.00	\$750.00
138	Hand Operated Transfer Pump	Hourly Rate	\$90.00	\$900.00
139	Hand Tools Per Employee (Shovels, brooms, etc.)	Hourly Rate	\$25.00	\$250.00
140	Handheld Radios	Hourly Rate	\$15.00	\$150.00
141	Hazardous Material Containment Area Foreman	Hourly Rate	\$90.00	\$900.00
142	Hazardous Material Containment Area Manager	Hourly Rate	\$100.00	\$1,000.00
143	Hazardous Material Containment Area Supervisor	Hourly Rate	\$100.00	\$1,000.00

144	Hazardous Material Containment Area Technician	Hourly Rate	\$100.00	\$1,000.00
145	Hazcat Kit	Day Rate Only	N/A	\$1,500.00
146	Health and Safety Specialist	Hourly Rate	\$125.00	\$1,250.00
147	Hearing Protection	Each	\$10.00	N/A
148	HEPA Vac	Hourly Rate	\$40.00	\$400.00
149	High Hazard Personnel Decontamination	Day Rate Only	N/A	\$500.00
150	Inspector with Vehicle	Hourly Rate	\$85.00	\$850.00
151	Kappler Tape	Hourly Rate	\$15.00	\$150.00
152	Laborer	Hourly Rate	\$50.00	\$500.00
153	Leather Work Gloves	Pair	\$15.00	N/A
154	Level A Suit – Kappler Responder or Equal	Each	\$800.00	N/A
155	Level B Suit – Kappler Responder or Equal	Each	\$350.00	N/A
156	Low Hazard Personnel Decontamination	Each	\$350.00	N/A
157	Mechanized Broom	Hourly Rate	\$125.00	\$1,250.00
158	Nitrile Gloves	Pair	\$10.00	N/A
159	Noeprene Gloves	Pair	\$12.00	N/A
160	Office Trailer	Hourly Rate	\$20.00	\$200.00
161	Oil Dry 50 lb	Each	\$25.00	N/A
162	Oil Dry Spreader	Hourly Rate	\$25.00	\$250.00
163	Operator with Chainsaw	Hourly Rate	\$65.00	\$650.00
164	Peat Moss	Bag	\$25.00	N/A
165	Personal Protective Equipment/Level A Employee	Day Rate Only	N/A	\$1,000.00
166	Personal Protective Equipment/Level B Employee	Day Rate Only	N/A	\$1,000.00
167	Personal Protective Equipment/Level C Employee	Day Rate Only	N/A	\$990.00
168	Personnel Retrieval Harness	Hourly Rate	\$15.00	\$0.00
169	Personnel Retrieval System	Hourly Rate	\$45.00	\$0.00
170	Ph Paper	Pack	\$50.00	N/A
171	Photographic Equipment	Hourly Rate	\$0.00	\$2,500.00
172	Photoionization Detector	Day Rate Only	N/A	\$500.00
173	Port a John	Day Rate Only	N/A	\$200.00
174	Portable Eyewash Station	Day Rate Only	N/A	\$300.00
175	Portable Light Stand	Hourly Rate	\$75.00	\$750.00
176	Pressure Washer	Hourly Rate	\$90.00	\$900.00
177	Project Coordinator	Hourly Rate	\$0.00	\$850.00
178	Project Engineer	Hourly Rate	\$100.00	\$1,000.00
179	Project Geologist	Hourly Rate	\$125.00	\$1,250.00
180	Proshield	Each	\$12.00	N/A
181	PVC Boots (Hazmat)	Pair	\$30.00	N/A
182	PVC Gloves	Pair	\$4.00	N/A

183	Rain Suit	Each	\$55.00	\$0.00
184	Regulatory Manager	Hourly Rate	\$90.00	\$0.00
185	Respirator Airline, 50' Section	Hourly Rate	\$100.00	\$0.00
186	Respirator Cartridges	Pair	\$50.00	N/A
187	Respirator Wipes	Box of 4	\$2.00	N/A
188	Safety Superintendent	Hourly Rate	\$125.00	\$1,250.00
189	Saranex	Each	\$15.00	N/A
190	SCBA Bottle Refill	Each	\$75.00	N/A
191	Silvershield Gloves	Pair	\$12.00	N/A
192	Soda Ash Bag	Each	\$50.00	\$0.00
193	Spike Bar	Each	\$25.00	N/A
194	Spill Classifier	Strip	\$65.00	N/A
195	Step Ladders	Hourly Rate	\$25.00	\$0.00
196	Superintendent with Truck	Hourly Rate	\$80.00	\$0.00
197	Survey Personnel with Vehicle	Hourly Rate	\$85.00	\$0.00
198	Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	Kit	\$155.00	N/A
199	Toxic Gas Detector	Hourly Rate	\$75.00	\$750.00
200	Traffic Control Personnel	Hourly Rate	\$65.00	\$650.00
201	Traffic Control Vest, Cones, Flags, Barrels, etc.	Hourly Rate	\$300.00	\$3,000.00
202	Truck Driver	Hourly Rate	\$75.00	\$750.00
203	Tyvek	Each	\$95.00	N/A
204	Vacuum Truck, 3,500 Gallon	Hourly Rate	\$300.00	\$3,000.00
205	Vermiculite	Each	\$28.00	N/A
206	Water hose Section (Garden)	Each	\$20.00	N/A
207	Wheelbarrow	Hourly Rate	\$20.00	\$200.00
208	Wire Welder	Hourly Rate	\$100.00	\$1,000.00
209	Wrench Kit (Bung wrench, speed wrench, etc.)	Each	\$250.00	N/A

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

<b>210</b>	<b>Eligible ROW Vegetative Debris Removal</b> 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.	<b>ESTIMATED QUANTITY (CUBIC YARDS)</b>	<b>PRICE PER CUBIC YARD</b>	<b>TOTAL</b>
210a	Level 1 Local Storm (Tornado, Minor Hurricane Damage)	100,000	\$8.50	\$850,000.00
210b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$8.98	\$5,388,000.00
210c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$8.98	\$11,674,000.00

<b>211</b>	<b>Eligible Citizen Drop Off Sites and Consolidated Collection Points Vegetative Debris Removal</b> 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	\$5.48	\$137,000.00
211b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$5.98	\$598,000.00
211c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$5.98	\$4,784,000.00
<b>212</b>	<b>Eligible ROW C&amp;D Debris Removal</b> 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	\$7.98	\$199,500.00
212b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$8.48	\$848,000.00
212c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$8.98	\$7,184,000.00
<b>213</b>	<b>Eligible Citizen Drop Off Sites and Consolidated Collection Points C&amp;D Debris Removal</b> 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	\$5.48	\$137,000.00
213b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	100,000	\$5.98	\$598,000.00
213c	Level 3 Disaster (Catastrophic damage countywide)	800,000	\$6.48	\$5,184,000.00
<b>214</b>	<b>Reduction Through Grinding</b> 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	\$3.98	\$398,000.00
214b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$3.88	\$2,328,000.00

214c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$3.78	\$4,914,000.00
<b>215</b>	<b>Reduction Through Air Curtain Incinerators</b> 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	\$2.75	\$275,000.00
215b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$2.65	\$1,590,000.00
215c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$2.50	\$3,250,000.00
<b>216</b>	<b>Reduction Through Pile Burn Incineration</b> 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	\$1.98	\$198,000.00
216b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	\$1.75	\$1,050,000.00
216c	Level 3 Disaster (Catastrophic damage countywide)	1,300,000	\$1.65	\$2,145,000.00
<b>217</b>	<b>Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site</b> 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	\$4.68	\$117,000.00
217b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	150,000	\$4.78	\$717,000.00
217c	Level 3 Disaster (Catastrophic damage countywide)	325,000	\$5.38	\$1,748,500.00
<b>218</b>	<b>Removal of Eligible Hazardous Leaning Trees and Eligible Hazardous Limbs</b> 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	\$50.00	\$10,000.00

218b	13 inch to 24.99 inch diameter eligible Leaning Tree	150	\$180.00	\$27,000.00
218c	25 inch to 36.99 inch diameter eligible Leaning Tree	50	\$190.00	\$9,500.00
218d	37 inch to 48.99 inch diameter eligible Leaning Tree	20	\$200.00	\$4,000.00
218e	49 inch and larger diameter Eligible Leaning Tree	10	\$225.00	\$2,250.00
218f	(Per tree) Removal of Eligible Hanging Limbs >2"	1,000	\$75.00	\$75,000.00
<b>219</b>	<b>Removal of Eligible Hazardous Stumps</b> 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	\$150.00	\$1,500.00
219b	37 inch to 48.99 inch diameter Eligible Stump	5	\$175.00	\$875.00
219c	49 inch and larger diameter Eligible Stump	5	\$200.00	\$1,000.00
<b>220</b>	<b>Eligible Household Hazardous Waste Removal, Transport and Disposal</b> 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	\$4.00	\$4,000.00
<b>221</b>	<b>Eligible Household Hazardous Waste Removal, Transport and Disposal</b> 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	\$3.00	\$3,000.00
<b>222</b>	<b>Eligible ROW White Goods Debris Removal (Collect &amp; Haul)</b> 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	\$125.00	\$6,250.00
222b	Washers, dryers, stoves, ovens, AC units, and hot water heaters	50	\$85.00	\$4,250.00

223	<b>Eligible E-Scrap Item Removal</b> 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	\$9.00	\$22,500.00
224	<b>Eligible Dead Animal Carcasses</b> 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	\$5.00	\$250.00
225	<b>Other Debris Removal Work in Cubic Yards</b> 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	\$49.00	\$12,250.00
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	\$98.00	\$24,500.00
225c	Sand Screening - The Contractor shall screen sand to remove eligible debris deposited as a result of a natural or manmade disaster.	1,000	\$17.00	\$17,000.00
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	\$19.00	\$28,500.00
226	<b>Other Debris Removal Work in Linear Feet</b> 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	\$49.00	\$7,350.00

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	\$69.00	\$10,350.00
<b>227</b>	<b>Other Debris Removal Work per Unit Work</b> 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	\$100.00	\$5,000.00
<b>228</b>	<b>Other Debris Removal Work in Pounds Work</b> 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	\$0.50	\$50,000.00
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	\$0.10	\$180,000.00
<b>229</b>	<b>Eligible Demolition, Removal, Transport and Disposal of Non- RACM Structures</b> 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	\$11.35	\$908,000.00
229b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	1,000,000	\$11.35	\$11,350,000.00
229c	Level 3 Disaster (Catastrophic damage countywide)	2,000,000	\$11.35	\$22,700,000.00
<b>230</b>	<b>Eligible Demolition, Removal, Transport and Disposal of RACM Structures</b> 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	\$17.00	\$680,000.00

230b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	200,000	\$17.00	\$3,400,000.00
230c	Level 3 Disaster (Catastrophic damage countywide)	400,000	\$17.00	\$6,800,000.00
<b>231</b>	<b>Eligible ROW Vegetative Debris Removal</b> 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	\$79.00	\$1,975,000.00
231b	Level 2 Disaster (Significant Hurricane Damage)	150,000	\$79.00	\$11,850,000.00
231c	Level 3 Disaster (Catastrophic damage countywide)	325,000	\$79.00	\$25,675,000.00
<b>232</b>	<b>Eligible Citizen Drop Off Sites and Consolidated Collection Points Vegetative Debris Removal</b> 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	\$49.00	\$294,000.00
232b	Level 2 Disaster (Significant Hurricane Damage)	25,000	\$49.00	\$1,225,000.00
232c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$49.00	\$9,800,000.00
<b>233</b>	<b>Eligible ROW C&amp;D Debris Removal</b> 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	\$79.00	\$474,000.00
233b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	25,000	\$79.00	\$1,975,000.00
233c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$79.00	\$15,800,000.00
<b>234</b>	<b>Eligible Citizen Drop Off Sites and Consolidated Collection Points C&amp;D Debris Removal</b> 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	\$49.00	\$294,000.00
234b	Level 2 Disaster (Significant Hurricane Damage)	25,000	\$49.00	\$1,225,000.00
234c	Level 3 Disaster (Catastrophic damage countywide)	200,000	\$49.00	\$9,800,000.00
<b>235</b>	<b>Removal of NON-Eligible Hazardous Trees</b> 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	\$50.00	\$10,000.00
235b	13 inch to 24.99 inch diameter eligible Leaning Tree	150	\$80.00	\$12,000.00
235c	25 inch to 36.99 inch diameter eligible Leaning Tree	50	\$100.00	\$5,000.00
235d	37 inch to 48.99 inch diameter eligible Leaning Tree	20	\$150.00	\$3,000.00
235e	49 inch and larger diameter Eligible Leaning Tree	10	\$200.00	\$2,000.00

235f	(Per tree) Removal of Eligible Hanging Limbs >2"	1,000	\$80.00	\$80,000.00
<b>236</b>	<b>Removal of NON-Eligible Hazardous Stumps</b> 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	\$200.00	\$2,000.00
236b	37 inch to 48.99 inch diameter Eligible Stump	5	\$300.00	\$1,500.00
236c	49 inch and larger diameter Eligible Stump	5	\$400.00	\$2,000.00
<b>237</b>	<b>Management and Operation of DDMS</b> 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 acual 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	\$ 6,000.00
237b	Level 2 Disaster (Significant Hurricane Damage Impacting > 50% of County)	600,000	NA	\$ 6,000.00
237c	Level 3 Disaster (Catastrophic damage countywide)	1,300,00	NA	\$ 6,000.00

**The following information is required for price redetermination consideration.**

Enter type of fuel used: <b>Diesel or Gasoline</b>		Diesel
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc.,		12.00%
Assuming prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is		60.00%
Assuming prices quoted include costs for vehicles, maintenance, fuel, wages, insurances, other employee benefits, materials, overhead, operating expenses, etc., what percentage of		28.00%
	Must equal 100%	100.00%
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.		

**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

\_\_\_\_\_  
#1 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)



**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 will 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 qualifiable minorities and women. The failure of a union to provide

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

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

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

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

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

#### **10. Assurances Required:**

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

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

#### 1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/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 journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.** a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

### 3. Withholding for unpaid wages and liquidated damages

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

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

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

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

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

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

### VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and

health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

**IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

**X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

**1. Instructions for Certification – First Tier Participants:**

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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**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 contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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.

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#### **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.

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#### **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.