



April 15, 2013

Crowder-Gulf Joint Ventures, Inc.
Attn: Mr. John Ramsey, President
5435 Business Parkway
Theodore, AL 36582

Subject: Contract 13-0304A, Emergency Debris Removal Services

Dear Mr. Ramsey:

Attached please find a signed original contract between Lake County, Florida and your firm in support of the subject project. Your firm will be contacted shortly by the primary County representative for the operational administration of the contract regarding plans and notices applicable to scheduling and continuing support under the contract. Any work assigned will require provision of a 100% performance bond within seventy-two (72) hours after issuance of a Notice-to-Proceed issued to your firm.

If you have any questions regarding the contract itself, or the award process, please contact me at (352) 343-9424 or bschwartzman@lakecountyfl.gov.

We look forward to working with you and anticipate our mutual success on this project.

Sincerely,



Barnett Schwartzman
Procurement Services Manager

Original: Crowder-Gulf Joint Ventures, Inc.
Copy: County Attorney
Public Works, Mr. Gary Debo
Contract File

PROCUREMENT SERVICES | A division of the Department of Fiscal and Administrative Services
P.O. BOX 7800 • 315 W. MAIN ST., TAVARES, FL 32778 • P 352.343-9839 • F 352.343-9473
Board of County Commissioners • www.lakecountyfl.gov

TIMOTHY L. SULLIVAN
District 1

SEAN M. PARKS, *Acting*
District 2

JIMMY CONNER
District 3

LESLIE CAMPIONE
District 4

WELTON G. CADWELL
District 5

**AGREEMENT BETWEEN
LAKE COUNTY, FLORIDA AND
CROWDER-GULF JOINT VENTURE, INC.**

FOR

EMERGENCY DEBRIS REMOVAL SERVICES

RFP #13-0304

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, by and through its Board of County Commissioners, and Crowder-Gulf Joint Venture, Inc., a Florida corporation, its successors and assigns, hereinafter referred to as CONTRACTOR.

Recitals

WHEREAS, the COUNTY has publicly submitted a Request for Proposal (RFP), #13-0304, for firms qualified to provide professional services to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights of way in Lake County, Florida, in response to an emergency event such as, but not limited to, hurricanes or other natural or manmade disasters; and

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

NOW, THEREFORE, IN CONSIDERATION of the mutual terms, understandings, conditions, premises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

Article 1. Recitals

1.0 The foregoing recitals are true and correct and incorporated herein by reference.

Article 2. Purpose; Term

2.0 The purpose of this Agreement is to retain a firm qualified to remove and lawfully dispose of disaster-generated debris (other than hazardous materials and household putrescible garbage) from public property and public rights of way in Lake County, Florida, in response to an emergency event such as, but not limited to, hurricanes or other natural or manmade disasters.

2.1 This Agreement shall be effective immediately following the date of execution by the COUNTY and remain in effect for thirty-six (36) months. Prior to, or upon completion of, the initial term, the COUNTY shall have the option to renew this Agreement for two (2) additional one (1) year terms. Continuation of the Agreement beyond the initial period, and any option subsequently exercised, is a COUNTY prerogative, and not a right of the CONTRACTOR.

Article 3. Scope of Professional Services

3.0 The CONTRACTOR shall perform all debris removal activities in Lake County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), Lake County Water Authority (LCWA), and the Florida Department of Environmental Protection (FDEP). The CONTRACTOR shall provide the required documentation for reimbursement from FEMA, FHWA or other federal agencies and state relief programs to make the process of cost recovery efficient and accurate.

3.1 On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONTRACTOR to perform the services identified in **Exhibit A**, attached hereto and incorporated herein by reference. The Contractor shall, for the consideration set forth herein, and at its sole cost and expense, as an independent contractor, provide all labor, materials, equipment, tools, supplies and incidentals necessary to perform under this Agreement in the manner and to the full extent as set forth in the Scope of Services.

3.2 The CONTRACTOR shall furnish, provide or fulfill its obligations under this Agreement in a professional manner to the reasonable satisfaction of the duly authorized representatives of the COUNTY, who shall have, at all times, full opportunity to monitor the services performed under this Agreement.

3.3 The CONTRACTOR shall coordinate and work with any other contractors retained by the COUNTY. CONTRACTOR acknowledges that nothing herein shall 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.

Article 4. Payment

4.1 Payment shall be based upon the applicable Unit Rates and Hourly Labor, Equipment and Material Price Schedule set forth in **Exhibit B**. All rates quoted shall be deemed to provide full compensation to the CONTRACTOR for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight-time for all labor, except as otherwise noted. The CONTRACTOR shall comply with minimum wage standards, and/or any other wage standards specifically set forth in this agreement, and any other applicable laws of the State of Florida. If overtime is allowable under this agreement, it will be covered under a separate item.

4.2 Invoices shall be submitted to the COUNTY'S authorized representative, on a bi-weekly basis, unless otherwise directed by the COUNTY. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail shall consist of a tabular report listing all ticket information required by the COUNTY. Invoice detail submittals shall be checked against COUNTY records. COUNTY records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the COUNTY authorized representative to the COUNTY for payment. Additional payment and invoicing requirements are included in Section 2.6.21 of the Scope of Services.

4.3 The COUNTY will issue the official Notice to Proceed for the services required under this Agreement and resulting contract. The Notice to Proceed shall be sent via facsimile or email and

followed by regular mail. Under no circumstances shall the COUNTY be liable for any services rendered unless the written Notice to Proceed has been sent and received by the CONTRACTOR. The CONTRACTOR must acknowledge receipt of the written Notice to Proceed. Time for completion may be considered a factor in determining the CONTRACTOR to whom a Notice to Proceed will be made.

Upon Notice to Proceed and mobilization, the CONTRACTOR shall provide the COUNTY with a reasonable time frame in which the work will be completed. The COUNTY will use the CONTRACTOR'S estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the COUNTY'S discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall 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 the CONTRACTOR. In these cases, the 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.

Should the CONTRACTOR fail to complete the work within the number of days as stated, it is hereby agreed and understood that the COUNTY reserves the authority to cancel the contract with the CONTRACTOR and to secure the services of another vendor to complete the work. If the COUNTY exercises this authority, the COUNTY shall be responsible for reimbursing the CONTRACTOR for work which was completed and found acceptable to the COUNTY in accordance with the contract specifications. The COUNTY may, at its option, demand payment from the CONTRACTOR, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the COUNTY as a result of having to secure the services of another vendor. If the CONTRACTOR fails to honor this invoice or credit memo, the COUNTY may terminate the contract for default.

4.4 The CONTRACTOR shall duly execute and deliver to the COUNTY a Performance and Payment Bond in an amount of 100% of the estimated contract price, to be determined by the COUNTY within seventy-two (72) hours of the issued Notice to Proceed. The Payment and Performance Bond shall be issued for each particular disaster event in which a Notice to Proceed is executed. The Payment and Performance Bond shall be maintained throughout the Notice to Proceed execution period. At the completion of all work under a particular Notice to Proceed, the Performance and Payment Bond shall be released. Costs of all bonds shall be included in proposed unit pricing. The Performance and Payment Bond Form supplied by the COUNTY shall be the only acceptable form for these bonds. No other form will be accepted. If the CONTRACTOR fails to deliver the Payment and Performance Bond within this specified time, including any extensions approved by the COUNTY, the COUNTY shall declare the CONTRACTOR in default of the contractual terms and conditions, and the CONTRACTOR shall cease work until surrender of such associated Payment and Performance Bond has been submitted by the CONTRACTOR.

The following specifications shall apply to any bond provided:

1. All bonds shall be written through surety insurers authorized to do business in the State of Florida as surety, with the following qualifications as to management and financial strength 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 |

2. On contract amounts of \$500,000 or less, the bond provisions of Section 287.0935, Florida Statutes shall be in effect and surety companies not otherwise qualifying with this paragraph may optionally qualify by:
 - a. Providing evidence that the surety has twice the minimum surplus and capital required by the Florida Insurance Code at the time the solicitation is issued;
 - b. Certifying that the surety is otherwise in compliance with the Florida Insurance Code; and
 - c. Providing a copy of the currently valid Certificate of Authority issued by the United States Department of the Treasury under SS. 31 USC 9304-9308.
3. For contracts in excess of 500,000 the provisions of Section B will be adhered to plus the company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least 1.5 million dollars and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations as shown in this circular.
4. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
5. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the COUNTY as long as the funds are being held by the COUNTY.
6. The attorney-in-fact or other officer who signs a contract bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The contract bond must be counter signed by the surety's resident Florida agent.

4.5 The CONTRACTOR agrees that if the CONTRACTOR fails to complete the contract in accordance with the specifications, requirements and times agreed upon, the amounts determined within the scope of work, up to the value of contract shall be deducted from the monies due the CONTRACTOR for each intervening calendar day that the contract is not completed, not as a penalty, but as liquidated damages. However, the CONTRACTOR shall not be liable if failure to perform arises out of causes beyond its control and without fault or negligence of the CONTRACTOR. Additional Liquidated Damages provisions are included in Section 2.6.13 of the Scope of Services.

4.6 Pricing under this Agreement shall remain fixed for a period of one (1) year after the Effective Date. After this time, the CONTRACTOR may submit a price re-determination to the COUNTY based on changes in the following pricing index: Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>), Construction Cost Index, an Wage, Earnings and Benefits Calculators. It is the CONTRACTOR'S responsibility to request any pricing re-determination in writing under this provision. The CONTRACTOR'S written request for adjustment shall be submitted thirty (30) calendar days prior

to the annual anniversary of the initial contract term. The CONTRACTOR adjustment request must clearly substantiate the requested increase. The COUNTY reserves the right to request a price decrease if substantiated by the price index. The written request for adjustment shall not be in excess of the relevant pricing index change. If no adjustment request is received from the CONTRACTOR, the COUNTY will assume that the CONTRACTOR has agreed that the current term may continue without a requested pricing adjustment. Any adjustment request received after the commencement of the annual anniversary shall not be considered. If the requested increase is approved, the Office of Procurement Services shall issue a formal contract modification.

4.7 CONTRACTOR acknowledges and agrees 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:

1. All persons employed by the Contractor during the term of this Agreement to perform employment duties within Lake County; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the contract.

Article 5. County Responsibilities

5.1 COUNTY shall promptly review the deliverables and other materials submitted by CONTRACTOR and provide direction to CONTRACTOR as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

5.2 COUNTY shall pay CONTRACTOR in accordance with Article 4 above.

Article 6. Special Terms and Conditions

6.1 Qualifications. The CONTRACTOR shall hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said CONTRACTOR to perform the work proposed. If work for other trades is required in conjunction with this Agreement and will be performed by a sub-contractor(s) or vendor(s) hired by the CONTRACTOR, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted to the COUNTY. The CONTRACTOR is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required to perform the services under this Agreement are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the COUNTY or the CONTRACTOR for failure to obtain required licenses, permits, inspection or other fees, shall be borne by the CONTRACTOR.

6.2 Termination This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder 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 work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONTRACTOR for actual work satisfactorily completed.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONTRACTOR shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 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 the CONTRACTOR shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

6.3 Assignment of Contract. COUNTY has selected the CONTRACTOR to render the Services based in substantial part on the personal qualifications of the CONTRACTOR; as such, the CONTRACTOR may not assign or transfer any right or obligation of this Agreement in whole or in part, without the prior written consent of COUNTY, which consent may be granted or withheld in the sole discretion of COUNTY. Any direct or indirect change in the ownership (legal or equitable) of a controlling and/or a majority interest of the CONTRACTOR, whether such change in ownership occurs at one time or as a result of sequential incremental changes, and whether said change is by sale, assignment, hypothecation, bequest, inheritance, operation of law, merger, consolidation, reorganization or otherwise, shall be deemed an assignment of this Agreement subject to the consent of COUNTY. The CONTRACTOR may utilize subcontractors as otherwise permitted and provided in the Contract Documents. Any assignment or transfer of any obligation under this Agreement without the prior written consent of COUNTY shall be void, *ab initio*, and shall not release the CONTRACTOR from any liability or obligation under this Agreement, or cause any such liability or obligation to be reduced to a secondary liability or obligation.

6.4 Insurance. CONTRACTOR shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to the COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR, or by anyone for whose acts CONTRACTOR may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONTRACTOR shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

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 |

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit

\$1,000,000

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the CONTRACTOR must provide a notarized statement that if he or she is injured; he or she will not hold the COUNTY responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

| | |
|-----------------------|-------------|
| Each Accident | \$1,000,000 |
| Disease-Each Employee | \$1,000,000 |
| Disease-Policy Limit | \$1,000,000 |

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

The following additional coverage must be provided if a dollar value is inserted below:

| | |
|---|----------|
| Loss of Use at coverage value: | \$ _____ |
| Garage Keepers Liability at coverage value: | \$ _____ |

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any change, cancellation, or nonrenewal of the provided insurance. It is the CONTRACTOR'S specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the CONTRACTOR to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONTRACTOR is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall 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

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

The CONTRACTOR shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime CONTRACTOR evidencing coverage and terms in accordance with the CONTRACTOR'S requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONTRACTOR or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The COUNTY shall 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 shall be the sole responsibility of the CONTRACTOR and/or sub-contractor providing such insurance.

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.

Neither approval by the COUNTY of any insurance supplied by the CONTRACTOR or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the CONTRACTOR or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

6.5 Indemnity. CONTRACTOR shall indemnify and hold COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of CONTRACTOR to take out and maintain the above insurance. Additionally, CONTRACTOR agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities resulting from the negligent act, error or omission of CONTRACTOR, its agents, employees or representative, in the performance of CONTRACTOR'S duties set forth in this Agreement.

6.6 Independent Contractor.

1. CONTRACTOR shall provide the services required herein strictly under a contractual relationship with the COUNTY and is not, nor shall be, construed to be an agent, employee, joint venturer, or partner of the COUNTY. As an independent contractor the CONTRACTOR shall pay any and all applicable taxes required by law; shall comply with all Federal, State and local statutes, including but not limited to, the Fair Labor Standards Act, the Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The CONTRACTOR shall be responsible for all income tax, FICA, and any other withholdings from its employees' or subcontractors' wages or salaries. Benefits for same shall be the responsibility of the CONTRACTOR including, but not limited to, health and life insurance, mandatory social security, retirement, liability/risk coverage, and worker's and unemployment compensation.

2. CONTRACTOR shall hire, compensate, supervise and terminate members of its work force. The CONTRACTOR shall direct and control the manner in which work is performed including conditions under which the individuals will be assigned duties, how individuals report, and the hours individuals will work.

3. CONTRACTOR acknowledges and agrees that CONTRACTOR shall not be provided special space, facilities or equipment by the COUNTY to perform any of the duties required by this

Agreement nor shall the COUNTY pay for any business, travel, or any other contract performance expenses not specifically set forth in this Agreement.

4. CONTRACTOR shall not be exclusively bound to the COUNTY and may provide services to other private and public entities as long as it is not in conflict and does not provide a conflict of interest with the services to be performed for the COUNTY.

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

6.8 Accuracy. The CONTRACTOR is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONTRACTOR shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services.

6.9 Public Records / Copyrights

1. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the COUNTY shall be the property of the COUNTY and will be turned over to the COUNTY upon request. In accordance with Florida "Public Records" law, 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 shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with the State Housing Initiative Partnership requirements, whichever is longer.

2. Any copyright derived from any agreement derived from this Agreement shall 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 and/or report for the COUNTY'S use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY'S best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONTRACTOR will not be eligible for any compensation. This specifically applies to the curriculum and training reference materials.

6.10 Accident Prevention and Barricades. Precautions shall be exercised at all times for the protection of persons and property. The CONTRACTOR shall conform to all relevant Federal, State and County regulations during the course of such effort. Any fines levied by the above mentioned authorities for failure to comply with these requirements shall be borne solely by the responsible vendor. Barricades shall be provided by the vendor when work is performed in areas traversed by persons, or when deemed necessary by the County Project Manager.

6.11 Protection of Property. All existing structures, utilities, services, roads, trees, shrubbery, and property in which the COUNTY has an interest shall be protected against damage or interrupted services at all times by the CONTRACTOR during the term of this Agreement; and the CONTRACTOR shall be held responsible for repairing or replacing property to the satisfaction of the COUNTY which is damaged by reason of the CONTRACTOR'S operation on the property. In the event the CONTRACTOR fails to comply with these requirements, the COUNTY reserves the right to secure the

required services and charge the costs of such services back to the CONTRACTOR.

6.12 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 not) of the CONTRACTOR or a third party.

6.13 Key Contractor Personnel. The CONTRACTOR represents in executing this Agreement that each person listed or referenced in the CONTRACTOR'S proposal submitted in response to RFP 13-0304 is available to perform the services described for the COUNTY, barring illness, accident, or other unforeseeable events of a similar nature in which case the CONTRACTOR shall promptly provide a qualified replacement. In the event the CONTRACTOR desires to substitute personnel, the CONTRACTOR shall propose a person with equal or higher qualifications and 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 for cause.

6.14 Compliance with Federal Standards. The CONTRACTOR shall conform to all applicable governmental requirements and regulations, whether or not such requirements and regulations are specifically set forth in the Contract Documents, including but not 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). The CONTRACTOR in this regard understands that the COUNTY is a public agency which receives both federal and state funding and, if applicable, the Contract Documents and the performance by the CONTRACTOR shall be subject to any applicable rules and regulations promulgated by the Florida Department of Transportation (FDOT) and/or any of the other funding partners.

6.15 Omission from the Specifications. The apparent silence of this Agreement and any addendum regarding any detail, or the omission from any provision of this Agreement of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used.

6.16 Force Majeure. The parties shall exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including but not limited to, compliance with revisions to government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extensions of the performance period.

Article 7. General Conditions

7.1 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.

7.2 Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

7.3 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 hereof.

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

7.5 This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. However, change orders may be executed in accordance with the COUNTY'S purchasing policies and procedures.

7.6 The failure of any party hereto 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 hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

7.7 During the term of this Agreement CONTRACTOR assures 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 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 CONTRACTOR employees or applicants for employment. CONTRACTOR understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

7.8 CONTRACTOR shall at all times comply with all Federal, State and local laws, rules and regulations.

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

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

If to CONTRACTOR:

John Ramsay, President
5435 Business Parkway
Theodore, Alabama 36582

If to COUNTY:

County Manager
P.O. Box 7800
Tavares, Florida 32778-7800

cc: Lori Conway,
Road Operations Manager
P.O. Box 7800
Tavares, Florida 32778-7800

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

Article 8. Scope of Agreement

8.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

8.2 This Agreement contains the following Exhibits, which are attached hereto and incorporated herein by reference as a material part of this Agreement:

- Exhibit A Scope of Services
- Exhibit B Hourly Rates and Direct Expenses
- Exhibit C Drug Free Workplace Certificate
- Exhibit D FIWA Required Contract Provisions Federal-Aid Construction Contracts

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its Chairman, authorized to execute same by Board Action on the 9th day of April, 2013 and by CONTRACTOR through duly authorized representative.

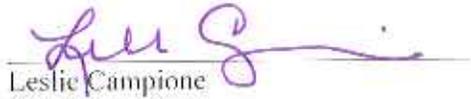
CONTRACTOR

Crowder-Gulf Joint Venture, Inc.


John Ramsay, President

COUNTY

LAKE COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

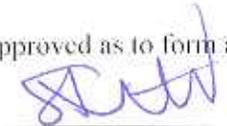

Leslie Campione
Chairman

This 9 day of April, 2013

ATTEST:


Neil Kelly, Clerk
of the Board of County
Commissioners of Lake
County, Florida

Approved as to form and legality:


Sanford A. Minkoff

County Attorney

EXHIBIT A: SCOPE OF SERVICES

Section 2.1.1: Terms and Definitions

Definitions are provided for those terms listed below.

- a. **Authorized Representative** – County employees and/or contracted individuals designated by the County or County Debris Manager.
- b. **Chipping or Mulching** – The process of reducing wood material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel.
- c. **Cleanup Crew** – A group of individuals and/or an individual employed by the disaster debris collection Vendor to collect disaster debris.
- d. **Construction and Demolition Debris (C&D)** – FEMA Publication 325 defines eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber/wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and other residential contents that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:
 - Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
- e. **County** – Lake County, Florida
- f. **County Approved Final Disposal Site** – a final disposal location approved in writing by the County.
- g. **County Debris Manager** – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.
- h. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: trees, construction and demolition debris and personal property.
- i. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.
- j. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- k. **Debris Monitoring** – Actions taken by applicants in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

- l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.
- m. **Debris Removal Vendor** – Conducts debris removal operations per the terms of the contract. Term includes primary Vendor(s), subcontractors and individual crews.
- n. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.
- o. **Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- p. **Designated Area** – Generally bounded by the County line and includes public property and rights-of-way within the unincorporated areas of the County that was directly affected by a debris-generating event.
- q. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- r. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.
- s. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads) as defined by FEMA 325 “Public Assistance Debris Management Guide”.
- t. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- u. **E-Waste** – End of life electronics, typically televisions, computers and related components.
- v. **FEMA Publication 325 Debris Management Guide** – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:
- Eliminating immediate threats to lives, public health and safety.
 - Eliminating immediate threats of significant damage to improved public or private property.
 - Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- w. **Field Inspector** – Monitor
- x. **Force Account Labor** – Labor performed by the applicant’s permanent, full time or temporary employees.

- y. **Garbage** – Waste that is regularly collected through the County’s normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result of residential or commercial activities.
- z. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- aa. **Hangers** – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The limb must be greater than two inches in diameter;
 - The limb must be suspended in a tree and threatening a public-use area; and
 - The limb must be located on improved public property.
- bb. **Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:
- The stump has fifty percent (50%) or more of the root-ball exposed.
 - The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
 - The stump is located on a public right-of-way.
 - The stump poses an immediate threat to public health and safety.
- cc. **Hazardous Tree** - A tree is considered hazardous and defined as an eligible leaner when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six (6) inches in diameter or greater as measured four and one-half (4 ½) feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:
- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
 - The tree has a split trunk or broken branches that expose the heartwood.
 - The tree has fallen or been uprooted within a public use area.
 - The tree is leaning at an angle greater than thirty (30) degrees.
- dd. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.
- ee. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

ff. **Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the County with written authorization by the County Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

gg. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure they are performing eligible work, meeting the County's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations. May also be referred to as a "Field Inspector".

hh. **Mulching or Chipping** – See Chipping or Mulching

ii. **Mutual Aid Agreement** - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

jj. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.

kk. **Outbuilding** - Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

ll. **PPE** – Personal Protective Equipment. May also be referred to as "Safety Gear."

mm. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

nn. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

oo. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinance.

pp. **Right of Entry** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its Vendor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

qq. **Right-of-Way** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

- rr. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.
- ss. **TDSPF** - Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal Vendor for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).
- tt. **Temporary Debris Storage and Reduction Site** – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the County for the storage and reduction of disaster related debris.
- uu. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- vv. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- ww. **Vegetative Debris** – As outlined in FEMA Publication 325, eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:
- Debris must be located within a designated area and be removed from an eligible applicant's improved property or right-of-way.
 - Debris removal must be the legal responsibility of the applicant.
 - Debris must be a result of the major disaster event.
- xx. **Volatile Organic Compounds (VOCs)** – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.
- yy. **White Goods** – As outlined in FEMA Publication 325, eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:
- White goods must be located within a designated area and be removed from an eligible applicant's improved property or ROW.
 - White goods removal must be the legal responsibility of the applicant.
 - White goods must be a result of the major disaster event.

Section 2.1.2: Acronyms

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| ACM | Asbestos Containing Material |
| C&D | Construction and Demolition |
| CBRA | Coastal Barrier Resources Act |
| CBRN | Chemical, Biological, Radiological and Nuclear |
| CBRS | Coastal Barrier Resources System |
| CEI | Construction Engineering and Inspection |
| CFR | Code of Federal Regulations |
| CTS | Central Transfer Station |
| CWA | Clean Water Act |
| CZMA | Coastal Zone Management Act |
| DDIR | Detailed Damage Inspection Report |
| DMS | Debris Management Site |
| DOT | Department of Transportation |
| DPW | Department of Public Works |
| DRM | Disaster Recovery Manager |
| DTFL | Debris Task Force Leader |
| EO | Executive Order |
| EPA | Environmental Protection Agency |
| ER | Emergency Relief |
| ESA | Endangered Species Act |
| ESF | Emergency Support Function |
| FDEP | Florida Department of Environmental Protection |
| FDH | Florida Department of Health |
| FDOT | Florida Department of Transportation |
| FEMA | Federal Emergency Management Agency |
| FHWA | Federal Highway Administration |
| FMIS | Fiscal Management Information System |
| GIS | Geographic Information System |
| GPS | Global Positioning System |
| HHW | Household Hazardous Waste |
| HUD | Department of Housing and Urban Development |
| IA | Individual Assistance |
| ICS | Incident Command System |
| JFO | Joint Field Office |
| LCWA | Lake County Water Authority |
| MRE | Meals Ready to Eat |
| NEPA | National Environmental Policy Act |
| NHPA | National Historic Preservation Act |
| NRCS | Natural Resources Conservation Service |
| NRP | National Response Plan |
| OCC | Office of Chief Counsel |
| OSHA | Occupational Safety and Health Administration |
| PA | Public Assistance |
| PDA | Preliminary Damage Assessment |
| PNP | Private Non-Profit |
| PPDR | Private Property Debris Removal |
| PPE | Personal Protective Equipment |
| PW | Project Worksheet |
| RACM | Regulated Asbestos Containing Material |

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| RCRA | Resource Conservation and Recovery Act |
| RFB | Request for Bid |
| RFP | Request for Proposals |
| ROE | Right-of-Entry |
| ROW | Right-of-Way |
| RRC | Rapid Response Crew |
| SHPO | State Historic Preservation Officer |
| SWMF | Solid Waste Management Facility |
| TDSPF | Temporary Debris Staging and Processing Facility |
| TDSR Site | Temporary Debris Storage and Reduction Site |
| USACE | United States Army Corps of Engineers |
| USCG | United States Coast Guard |
| USDA | United States Department of Agriculture |
| VOCs | Volatile Organic Compounds |
| WSRA | Wild and Scenic Rivers Act |

Section 2.2: Scope of Services

The awarded contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established management teams must be in place. The Vendor(s) shall have the resources to provide the equipment and personnel necessary to cover a major disaster.

The Vendor(s) shall contact County Debris Manager at a minimum of forty-eight (48) hours prior to a hurricane event or immediately upon the occurrence of a debris-generating incident within Lake County for which there is no advance warning. After a disaster occurs, a designated Lake County employee will contact the Vendor(s) holding the Disaster Debris Removal and Disposal contract to advise them of the County's intent to activate the contract for removal and disposal of disaster debris. Before work begins, the County must issue a written Notice to Proceed. Within eight (8) hours of receiving the Notice to Proceed, the Vendor(s) will send a management team to report to the County Debris Manager to begin planning for the operations and mobilizing the personnel and equipment as necessary to perform the work. Mobilization by the Vendor(s) shall begin within twenty-four (24) hours of notification by the County. Within seventy-two (72) hours of receipt of the Notice to Proceed, the Vendor shall be fully established and continue debris removal operations. The Vendor(s) shall make every effort to be at the disaster site within the stated time frame. The removal and disposal work must be conducted in a systematic and predictable manner.

Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Vendor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 1 through 15. Work will include: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a County approved Final Disposal Site; and 6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA Publication 325,

state or federal DSGs or policies will not be loaded, hauled or dumped under this contract unless written instructions are given to the Vendor by the County Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce and properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

Scope of services under this contract includes, but is not limited to:

Section 2.2.1: Emergency Road Clearance

At the request of the County for this contract, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from County roadways, to make them passable immediately following a declared disaster event. All roadways designated by the County Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Notice to Proceed from the County to conduct emergency roadway clearance work. The County may choose to extend the Vendor's seventy (70) hour limit through a written request. This may include roadways under the jurisdiction of other governmental agencies under the legal responsibility of the County. Clearance of these roadways will be performed as identified by the County Debris Manager. The Vendor shall assist the County and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

Section 2.2.2: ROW Vegetative Debris Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.
- f. The Vendor must provide traffic control as conditions require or as directed by the County Debris Manager.

Section 2.2.3: ROW C&D Debris Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
- b. Removal of eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.
- c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.
- f. The Vendor must provide traffic control as conditions require or directed by the County Debris Manager.
- g. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

Section 2.2.4: Demolition, Removal, Transport and Disposal of Non-RACM Structures

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of Non-RACM structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D

debris on private property will be performed as directed in writing by the County Debris Manager.

- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- f. The Vendor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

Section 2.2.5: Demolition, Removal, Transport and Disposal of RACM Structures

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of eligible Regulated Asbestos Containing Material (RACM) structures on private property within the jurisdictional limits of the County. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, eligible debris generated from the demolition of structures, as well as eligible scattered C&D debris on private property, will be transported to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.
- c. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.
- d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
- e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- f. The Vendor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

Section 2.2.6: DMS(s) Management, Operations and Reduction Through Grinding

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of eligible disaster related debris. Grinding must be approved by the County Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
- b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
- c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s).
- d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).
- e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within five (5) business days of the County's written request.
- f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- g. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- h. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- i. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- j. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

- k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).
- l. Vendor is responsible for providing twenty-four (24) hour DMS(s) security.
- m. Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- n. Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2.6.19: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

Section 2.2.7: DMS(s) Management, Operations and Reduction Through Above Ground Air Curtain Incineration

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator (ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the County Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

- a. The management of DMS locations includes assistance with obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Vendor shall also be responsible for all costs associated with third-party groundwater and soil testing.
- b. The Vendor is responsible for operating the DMS locations in accordance with OSHA, EPA and FDEP guidelines.
- c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

- d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.
- e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scales shall be installed and certified within five (5) business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide a sufficient number of scales meeting the County Specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within five (5) business days of the County's written request.
- f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.
- g. The Vendor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.
- h. The Vendor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.
- i. The Vendor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other BMP's.
- j. The Vendor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.
- k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).
- l. The Vendor is responsible for providing 24-hour security and fire tender for DMS locations.
- m. The Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).
- n. The Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 2.6.19: Debris Site Tower Specifications).

Upon completion of haul-out activities, the Vendor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession

stands, lighting, and other permanent structures that may have been demolished at the County's direction for DMS operations. All debris, mulch, and other residual material is to be removed adequately; fill dirt and/or other base material (if required) shall meet standards for intended use; new sod or seeding shall meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP.

Section 2.2.8: Haul-Out of Reduced Debris to a County Approved Final Disposal Site

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

- a. The Vendor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.
- b. The Vendor (s) shall not use any disposal facility without the written consent of the Solid Waste Division Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the Solid Waste Division Manager prior to issuing any such authorization.
- c. The Vendor (s) shall initiate and manage the execution of a written three-party agreement between the disposal site owner/operator, the Vendor (s) and the County for permission to post a County inspector or authorized representative at the site for verification of each load disposed.
- d. The Vendor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within forty-eight (48) hours of the County's request and certified scales must be operational within five (5) business days of the County's request.
- e. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type and origin of waste delivered.
- f. The Vendor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County approved Final Disposal Site.

Section 2.2.9: Removal of Hazardous Leaning Trees and Hanging Limbs

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous trees six (6) inches or greater in diameter, measured four and one half (4 1/2) feet from the base of the tree and eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the County ROW. Debris generated from the removal of eligible hazardous trees and eligible hanging limbs two (2) inches or greater existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, Item 2). Eligible hazardous leaning trees less than six (6) inches in diameter, measured four and one-half (4 ½) feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, Item 2. The County will not compensate the Vendor for cutting leaning trees less than six (6)

inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Vendor must load the resulting debris as eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

- a. Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Vendor, in writing, by the County Debris Manager. In order for leaning or hazardous trees to be removed and eligible for reimbursement, the tree must satisfy a minimum of one of the following requirements:
 1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
 2. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
 3. The tree has a split trunk that exposes heartwood.
- b. Eligible hazardous hanging limbs will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Vendor, in writing, by the County Debris Manager. In order for hanging limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:
 1. The limb is greater than two (2) inches in diameter.
 2. The limb is still hanging in a tree and threatening a public-use area.
 3. The limb is located on improved public property.

Section 2.2.10: Removal of Hazardous Stumps

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree, existing on the County ROW. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within twenty-four (24) hours of stump removal. Any voids not backfilled immediately following hazardous stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, Item 2. The diameter of eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, Item 2.

- a. Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the County ROW or

private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the County Debris Manager. In order for hazardous stumps to be removed and eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.
2. The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2. The cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 - FEMA Stump Conversion Table).

Stumps shall only be collected after the monitoring firm(s) and the Vendor(s) document and perform the following:

1. Location. Determine the uprooted stump is located on improved public property or a public right-of-way. Record and document the location through means of photography, map depiction, and specific descriptive notations.
2. Size. Measure and record the diameter of the stump to be removed at the appropriate location.
3. Marking. Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.
4. Stump Worksheet. Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: 1) Names and signatures of parties present, 2) Physical location (street address, road cross streets, etc.); 3) stump number, 4) size of stump; 5) date.

The unit stump price shall be all inclusive to include but not limited to: stump extraction, stump cavity filling with compacted soils and installation of seed and/or sod, stump hauling, and stump reduction

Section 2.2.11: ROW White Goods Debris Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to the County's Central Solid Waste Management Facility (SWMF) located at 13130 County Landfill Road, Tavares, Florida, 32778. White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged.

White goods are banned from landfill disposal in the state of Florida, yet but are accepted for recycling.

- a. The removal, transportation and recycling of eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
 - All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.
- b. The Vendor shall recycle all eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to the Lake County Central Solid Waste Management Facility and turned over to the County to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.
- d. There are no disposal fees for residential White Goods at Lake County Central Solid Waste Facility.

Section 2.2.12: Household Hazardous Waste (HHW) Removal, Transport, and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and disposal of eligible HHW from the ROW to a permitted hazardous waste facility or MSW type I landfill, as requested by the County.

The removal, transportation, and disposal of eligible HHW includes obtaining all necessary local, state, and federal handling permits, and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies.

All HHW shall be managed as hazardous waste and disposed of at a permitted hazardous waste facility or MSW type I landfill.

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

Section 2.2.13: E-Waste Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to the Lake County Central SWMF. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved by the County. The Vendor shall recycle or dispose of all eligible E-Waste items in accordance with all rules and regulations of local, state and federal regulatory agencies.

There are no disposal fees for residential e-waste goods at the Lake County Central Solid Waste Facility.

Section 2.2.14: Abandoned Vehicle Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible Abandoned Vehicles in areas identified and approved by the County. The removed eligible vehicles will be hauled to a County approved staging area and subsequently removed by the appropriate insurance company or regulatory agency.

The removal, transportation and disposal of eligible abandoned vehicles includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

Section 2.2.15: Abandoned Vessel Removal

Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule. Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and transport of eligible land based abandoned vessels in areas identified and approved by the County. The removed eligible vessels will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency.

The removal, transportation and disposal of eligible abandoned vessels includes obtaining all necessary local, state and federal handling permits and operating in accordance with rules and regulations of local, state and federal regulatory agencies.

Section 2.2.16: Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. Vendor shall coordinate activities with the Lake County Animal Services Division and the Lake County Health Department. Services performed under this Contract element will be compensated using Schedule 2 – Unit Rate Price Schedule.

Section 2.2.17: Other Debris Removal Work

Neither the Vendor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The County reserves the right to require the Vendor to dismiss or remove from the project any workers as the County sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Section 2.3: Pre-Event Coordination Meeting

The successful Vendor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the County and its debris monitoring firm(s) at no cost to the County.

Section 2.4: Description of Designated Areas

- a. The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Vendor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Debris Manager. If the Vendor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Vendor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on

FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

- b. The County Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.
- c. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.
- d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.
- e. For subsequent and/or final pass loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.
- f. Vendor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state and federal regulations.
- g. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.
- h. Payment for disposal costs such as tipping fees incurred by the Vendor at a County approved Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the County approved Final Disposal Site.
- i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any public utilities.
- j. The County reserves the right to inspect DMS, verify quantities and review operations at any time.

Section 2.5: Debris Management Sites (DMS)

The Vendor is responsible for providing a sufficient number of DMS to support the event in which the contract is activated. The Vendor shall provide the County with a list of potential DMS locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of three (3) DMS. The potential County DMS locations are as follows: 1) the Lake County Central Solid Waste Management Facility, 13130 County Landfill Road, Tavares, Florida; 2) Paisley Convenience Center, 25014 Rancho Lane, Paisley,

Florida; 3) Rock Springs Run State Preserve, located near Mt. Plymouth, Florida; 4) Log House Convenience Center, 10435 Log House Transfer Station Road, Clermont, Florida; and 5) Lady Lake Convenience Center, 1200 Jackson Street, Lady Lake, Florida.

The County will assign specific DMS to specific Vendor(s) for their sole use. Designated DMS may be a portion of the overall DMS but shall remain the sole responsibility of the assigned Vendor. If additional DMS locations are needed for the operation, the Vendor shall provide a list of DMS locations. The list will include all necessary site information to allow the County to submit to FDEP for approval. If the Vendor(s) establish any additional DMS, a copy of the agreement showing indemnification of Lake County for the use and proposed restoration plan of the additional sites, shall be provided to Lake County. In addition the Vendor shall execute a hold harmless agreement for each Vendor established DMS that is not located on County property. The hold harmless agreement must be approved by the County prior to execution.

Prior to the use of any DMS (either County provided DMS or Vendor(s) established DMS) analysis of both groundwater and soil will be required to establish pre-use conditions (post remediation site sampling may also be required of the Vendor). Groundwater and soil sampling/analysis must be conducted by an independent Geotechnical Engineer or Geologist and will be performed on behalf of the County at the expense of the Vendor(s). The results of such testing shall be sent directly from the professional to the County. The Vendor shall be required to provide the County with site photographs for each DMS. The photographs will include pre-use, operational, and post site remediation photographs to document site conditions.

The cost associated with acquiring, preparing, leasing, renting, operating, remediating land used as DMS in the County is a cost borne by the Vendor and compensated based on the Vendor's bid for site management and reduction of debris.

The County may also establish designated Residential Convenience Centers (residential drop-off sites). The Vendor will be responsible for removing all disaster related debris from those sites. Vendor shall not collect debris from the Residential Convenience Centers while sites are open to the public and / or when residents occupy the site. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

At the present time, normal operating hours of the Residential Convenience Centers are as follows (note the County reserves the right to adjust hours of operation as deemed necessary by the County):

- Astor: Tuesday & Saturday – 7:30 a.m. to 5:00 p.m.
- Lady Lake: Tuesday & Saturday – 7:30 a.m. to 5:00 p.m.
- Loghouse: Wednesday & Saturday – 7:30 a.m. to 5:00 p.m.
- Paisley: Wednesday & Saturday – 7:30 a.m. to 5:00 p.m.
- Pine Lakes: Thursday & Saturday – 7:30 a.m. to 5:00 p.m.

The Vendor's Operations Manager will assign a Foreman to the (each) DMS, who will be responsible for the management of all operations of the site, including traffic control, dumping operations, segregation of debris, grinding, fire protection, and safety. The DMS Foreman will be responsible for monitoring and documenting equipment and labor time and providing the daily operational report to the Vendor's Operation Manager, who will in turn provide this information to the County. These daily reports must meet the requirements of FEMA, FHWA, or Other Federal Agencies, and other reimbursement and regulatory governmental agencies.

The Vendor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and the Florida Department of Environmental

Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

Section 2.6: Technical Specifications

Section 2.6.1: Termination for Convenience

The County reserves the right to terminate the contract with the Vendor(s) at any time and for any reason. This shall supersede the general provisions section 3.25.

Section 2.6.2: Notice to Proceed

The County will issue an official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile or email and followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed.

Section 2.6.3: Changes in Scope of Work

The County Manager may request changes in the scope of work to be performed. Such changes, including increase or decrease in compensation must be mutually agreed upon and incorporated by written amendment to the agreement.

Section 2.6.4: Safety

The Vendor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Vendor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Vendor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

Section 2.6.5: On-Site Project Manager

The Vendor(s) shall provide an on-site project manager to the County. The project manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the County Debris Manager and/or County authorized representatives. Daily meeting topics will include, but are not limited to, volume of debris collected, completion progress, County coordination, and damage repairs. Frequency of meetings may be adjusted by the County Debris Manager. The Vendor(s)' project manager must be available twenty-four (24) hours a day, or as required by the County Debris Manager.

Section 2.6.6: Superintendent Shall be Supplied by the Vendor

The vendor shall employ a competent superintendent who shall be in attendance at all times at the project site during the progress of the work. The term "competent" includes an ability to be able to clearly communicate, orally and in writing, in English. The superintendent shall be the primary representative under this contract for the vendor. All authorized communications given to the superintendent by the County, and all contract-related decisions made by the superintendent, shall be binding to the vendor. The superintendent shall be considered to be, at all times, an employee of the vendor under its sole direction and not an employee or agent of the County.

Section 2.6.7: Equipment

- a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
- b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Vendor(s). The County or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.
- c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the County reserves the right to require the contractor to "tarp" or cover debris when hauling.
- d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.
- e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.
- f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Section 2.6.8: Traffic Control

The Vendor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of scope of services.

Traffic control will conform to FDOT's most current editions of "Roadway and Traffic Design Standards" for

Design, Construction, and Maintained Systems and the Federal Highway Administration (FHWA) "Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways." These documents can be ordered from F.D.O.T, Maps and Publications Department, 605 Suwannee Street, Tallahassee, Florida, 32399-0450, Phone (904) 488-9220. The foregoing requirements are to be considered as minimum and the Vendor's compliance shall in no way relieve the Vendor of final responsibility for providing adequate traffic control devices for the protection of the public and Vendor's employees throughout the work area.

Section 2.6.9: Rapid Response Crew

Vendor(s) shall be required to provide the County with access to one or more Rapid Response Crews (RRC) as directed by the County. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the County Debris Manager or the County's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the County deems a priority for overall County recovery.

Section 2.6.10: Hazardous Materials and Household Hazardous Waste

The Vendors(s) shall set aside and reasonably protect any hazardous materials encountered during debris removal operations for collection and disposal by the County's Hazardous Materials Removal and Disposal Contract. The Vendors(s) shall notify the County's monitoring firm(s) of the nature and location of any such debris encountered.

The Vendors(s) and personnel must make every reasonable effort to avoid transporting hazardous materials to the DMS(s) or final disposal sites that are not specifically authorized to accept such materials. Should these materials be inadvertently transported to the aforementioned locations, the Vendor(s) shall be responsible for proper handling and storage of any hazardous materials brought by his/her workforce. The Vendors (s) shall provide a suitable area at each DMS to accommodate all hazardous materials inadvertently brought to the site.

The County or County's Hazardous Materials Removal and Disposal contractor will provide for routine service to collect and dispose of any materials inadvertently delivered to the DMS during removal operations.

Section 2.6.11: Work Hours

The Vendor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the County and the Vendor(s). Unless otherwise directed, the Vendor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis. No work will be performed on the following holidays without prior approval of the Solid Waste Division Manager:

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor day
- e. Thanksgiving Day
- f. Christmas Day

Section 2.6.12: Time of Completion

The services shall commence upon written notice to proceed from the County manager or his designee, and the

project shall be completed in accordance with the project schedule.

Section 2.6.13: Liquidated Damages

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

- a. The Vendor shall pay the County, as liquidated damages, \$1000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.
- b. The Vendor shall pay the County, as liquidated damages, \$500.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damages does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.
- c. The Vendor shall pay the County, as liquidated damages, \$500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the County should suffer by failure of the Vendor to complete requirements set forth in the scope of work.

Section 2.6.14: Damages

All items damaged as a result of Vendor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either repaired or replaced by the Vendor, at their expense, in a manner prescribed by and at the sole satisfaction of the County Debris Manager. Any invoices submitted to the County such as but not limited to, from utility companies, or landowners, which are determined to be the result of damage done by the Vendor, shall be the responsibility of the Vendor. Repairs, or receipt of repairs, shall be completed and submitted to the County prior to submission of the Vendor's invoice for work accomplished. If the Vendor(s) fails to repair any damaged property, the County may have the work performed and charge the Vendor(s).

The Vendor(s) shall be responsible for filling to grade with like material all surface damage, such as rutting and cracks, caused by the Vendor(s)'s equipment during debris removal. The Vendor(s) shall repair all damage to existing grade, road shoulders, trees, shrubs, and grassed areas caused by the Vendor(s)'s equipment or personnel at no additional cost to the County. If the Vendor does damage to a County sign or other property owned by the County, it shall be the responsibility of the Vendor(s) to repair the item back to the original condition. If the repair is not in accordance with County standards, the County shall repair the items and deduct the associated cost from the amount due the Vendor. The Vendor(s) shall preserve and protect all existing vegetation such as trees, shrubs, and grass on or adjacent to the area of work.

Complaints will be addressed within forty-eight (48) hours and a written report submitted to the County Debris Manager outlining actions taken to correct the complaint. The Vendor shall notify the County immediately of any complaints given directly to the Vendor.

Upon written notice from the Vendor that the damage correction work is complete, the County will make a final

inspection with the Vendor and will notify the Vendor in writing of any deficiencies in the project. The Vendor will correct all deficiencies before final acceptance and payment is made. If a second re-inspection is required, the County will assess an eighty (\$80.00) dollar fee to the Vendor. The eighty (\$80.00) dollar fee will be assessed for every re-inspection after the first re-inspection. The fee is assessed to offset the additional County labor costs and vehicle usage required for unnecessary inspections and the fee will be deducted from the final invoice for that release order.

No retention will be released to the Vendor(s) prior to a satisfactory damage resolution log being completed addressing all complaints and issues. Should the value of retention exceed the amount of possible outstanding damage claims, the Vendor(s) may petition the County in writing for a partial retainage release.

Section 2.6.15: Existing Utilities

- a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor(s) shall pay all such costs to the utility company for any adjustments.
- b. The Vendor(s) shall be responsible for all costs incurred to repair damaged utilities that are caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor(s).

Section 2.6.16: Debris Site Tower Specifications

- a. The Vendor(s) shall provide as many towers as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the County or its authorized representative are unable to verify the entering and exiting trucks, then the Vendor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Vendor for the construction of towers is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Item 6.
- b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

Section 2.6.17: Facilities at DMS Locations

- a. The Vendor(s) shall provide as many ADA compliant portable toilets as designated by the County at each dumpsite for the use of County authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Vendor(s) throughout the duration of dumping operations. The expense incurred by the Vendor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of Scope of Services, Item 6.

Section 2.6.18: Ownership of Debris

All debris residing in the County ROW and County provided DMS(s) shall be the property of the County until final disposal at a properly permitted disposal site. The Vendor(s) shall be responsible for removal of debris up to the point where debris can only be described as light litter and additional collection can be facilitated only by sweeping and raking. In addition to debris stored on the right-of-way as the result of road clearing, the County will direct residents to place debris in segregated piles along the right-of-way, separated as to the waste category. There may be the need to perform some curbside separation of the different materials. Different waste materials will be collected in separate vehicles and may require disposal at different locations, which will be approved by the County. Any items requiring disposal at special facilities shall be required to be monitored for the collection, complete haul, and delivery at the approved special location with the monitor obtaining an original copy of the disposal ticket showing inbound and outbound collection vehicle weights.

All bagged and bundled waste and debris smaller than two (2) inches in diameter and shorter than two (2) feet in length are outside the scope of this contract unless specifically directed by the County. Collection of Municipal Solid Waste (MSW) is outside the scope of this contract.

It is recognized that construction and demolition debris might contain small amounts of asbestos, lead-based paints, treated wood or similar materials. The Florida Department of Environmental Protection (FDEP) will issue an Emergency Final Order for the classification and disposition of all disaster related wastes. Based on the mandates of this State agency and other applicable state and federal reimbursement agencies, the determination of the character and disposal of waste streams will be decided. The Vendor(s) shall receive a copy of this letter and together with the Monitoring Firm and County; a final disposal plan will be established.

Section 2.6.19: Environmental Protection

- a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- b. Vendor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c. The Vendor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Vendor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.
- d. The Vendor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
- e. The Vendor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
- f. The Vendor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

Section 2.6.20: Documentation and Measurement

- a. Vendor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
- b. All trucks used for collection and hauling of eligible debris from the County ROW to County approved DMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within forty-eight (48) hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.
- c. The Vendor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
- d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the County will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.
 - Each ticket shall be of a type that consists of one original and four carbon-copy duplicates.
 - Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Vendor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete and/or illegible load or unit rate tickets submitted for payment.
 - Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, two (2) copies will be given back to the vehicle operator and the remaining two (2) copies will be provided to the Vendor.
 - Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved

Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Vendor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.
- e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:
- Section 2.2.2 – ROW Vegetative Debris Removal
 - Section 2.2.3 – ROW C&D Debris Removal
 - Section 2.2.4 – Demolition, Removal, Transport and Disposal of Non-RACM Structures
 - Section 2.2.5 – Demolition, Removal, Transport and Disposal of RACM Structures
 - Section 2.2.8 – Haul-out of Reduced Debris to a County Approved Final Disposal Site

Section 2.6.21: Payment

- a. The County, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor(s) will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.
- b. If tasked with Private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.).
- c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.
- d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is

- f. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.
- g. Payment for disposal cost incurred by the Vendor(s) at County approved Final Disposal Sites will be made at the cost incurred by the Vendor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the County. The Vendor(s) shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Vendor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each authorized Final Disposal Site.
- h. Vendor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.
- i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds. The County will only pay for those items deemed eligible by FEMA or FHWA, unless the County otherwise agrees in writing.
- j. The Vendor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of seven (7) years following receipt of final payment for the services referenced herein. In the event litigation ensues, then Vendor shall retain all records hereunder for a period of seven (7) years after conclusion of the litigation, including any and all appeals.
- k. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statutes.

Section 2.6.22: FHWA-ER Program Contract Requirements

The County intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the County mandates compliance from the successful Vendor regarding the following:

- a. FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.
- b. Buy America Requirements

- c. 49 CFR Part 26, Disadvantage Business Enterprise Program
- d. American with Disabilities Act of 1990 (ADA)
- e. Convict Labor Prohibition

FHWA-ER Program contract requirements are subject to any changes provided by FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the County for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the County.

Section 2.6.23: Final Project Close Out

Upon final inspection of the project by the County, the Vendor(s) shall submit a detailed description of all debris management activities, to include the total volume, by type of debris hauled and or disposed.

Services not specifically identified in any contract derived from this request may be added to the contract upon mutual consent of the contracting parties.

Section 2.6.24: Distribution of Work

The County reserves the right to activate more than one contractor to provide the debris services outlined in this proposal. The County may also revise the distribution of services provided or work areas (such as zones) at any time during the activation of a contract developed through this proposal.

EXHIBIT B: HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE

Crowder/Gulf 2012
Lake County, FL Pricing

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE

| EQUIPMENT TYPE WITH OPERATOR CATEGORY | Estimated Hours | Hourly Labor Rate | Total Extended Price |
|--|-----------------|-------------------|----------------------|
| Air Curtain Burner, Self Contained System | 350 | \$ 50.00 | \$ 17,500.00 |
| 67' Bucket Truck | 350 | \$ 60.00 | \$ 21,000.00 |
| Crash Truck with Impact Attenuator | 140 | \$ 68.00 | \$ 9,520.00 |
| Dozer, Tracked, D3 or Equivalent | 70 | \$ 65.00 | \$ 4,550.00 |
| Dozer, Tracked, D4 or Equivalent | 140 | \$ 76.00 | \$ 10,640.00 |
| Dozer, Tracked, D5 or Equivalent | 210 | \$ 80.00 | \$ 16,800.00 |
| Dozer, Tracked, D6 or Equivalent | 210 | \$ 130.00 | \$ 27,300.00 |
| Dump Truck, 16 +/- CY | 140 | \$ 50.00 | \$ 7,000.00 |
| Dump Truck, 20 +/- CY | 210 | \$ 60.00 | \$ 12,600.00 |
| Dump Truck, 30 +/- CY | 210 | \$ 80.00 | \$ 16,800.00 |
| Generator, 5.5 KW, List KW Capacity | 140 | \$ 5.00 | \$ 700.00 |
| Generator, 200 KW, List KW Capacity | 140 | \$ 39.15 | \$ 5,481.00 |
| Generator, 2,500 KW, List KW Capacity | 210 | \$ 224.67 | \$ 47,180.70 |
| Light Plant with Fuel and Support | 350 | \$ 16.00 | \$ 5,600.00 |
| Graders w/12" Blade (Min. 30,000 LB) | 70 | \$ 95.00 | \$ 6,650.00 |
| Hydraulic Excavator, 1.5 CY | 140 | \$ 75.00 | \$ 10,500.00 |
| Hydraulic Excavator, 2.5 CY | 140 | \$ 100.00 | \$ 14,000.00 |
| Katiboom Loader | 350 | \$ 110.00 | \$ 38,500.00 |
| Lowboy Trailer w/ Tractor | 140 | \$ 90.00 | \$ 12,600.00 |
| MH Crane up to 15 Ton | 140 | \$ 125.00 | \$ 17,500.00 |
| Pump, 95 HP (Minimum 20' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | \$ 33.67 | \$ 2,356.90 |
| Pump, 200 HP (Minimum 20' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | \$ 54.01 | \$ 3,780.70 |
| Pump, 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel) | 70 | \$ 60.65 | \$ 4,245.50 |
| Vac Truck (List Capacity), List Capacity | 210 | \$ 140.00 | \$ 29,400.00 |
| Pickup Truck, 1 Ton | 70 | \$ 30.00 | \$ 2,100.00 |
| Skid-Steer Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 140 | \$ 65.00 | \$ 9,100.00 |
| Skid-Steer Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 140 | \$ 70.00 | \$ 9,800.00 |
| Compact Track Loader, 1,500 LB Operating Capacity (w/ utility grapple) | 140 | \$ 65.00 | \$ 9,100.00 |
| Compact Track Loader, 2,500 LB Operating Capacity (w/ utility grapple) | 140 | \$ 70.00 | \$ 9,800.00 |
| Tub Grinder, 600 to 1,000 HP | 350 | \$ 480.00 | \$ 168,000.00 |
| Hydraulic Excavator, 1.5 cy (w/ Bump) | 140 | \$ 80.00 | \$ 11,200.00 |
| Hydraulic Excavator, 2.5 cy (w/ Bump) | 140 | \$ 110.00 | \$ 15,400.00 |
| Truck, Flatbed | 70 | \$ 40.00 | \$ 2,800.00 |
| Articulated, Telescoping Sissor Lift for Tower, 15 hp / 37 ft. Ht | 350 | \$ 20.00 | \$ 7,000.00 |
| Water Truck, 2,800 gal (Non-Potable, Dual Control and Pavement Maintenance) | 350 | \$ 30.00 | \$ 10,500.00 |
| Wheel Loader, 3 CY, 152 HP | 140 | \$ 100.00 | \$ 14,000.00 |
| Wheel Loader, 4.0 CY, 200 HP | 140 | \$ 110.00 | \$ 15,400.00 |
| Wheel Loader, 1.5 CY, 95 HP | 210 | \$ 70.00 | \$ 14,700.00 |
| EQUIPMENT WITH OPERATOR GRAND TOTAL EXTENDED PRICE: | | | \$653,834.50 |
| OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW | | | |
| Note 1: This rate is based on a 40 hour weekly rate per generator. Weekly and day rates can be provided for unlimited run times. | | | |

Other Info

SCHEDULE 1 - HOURLY LABOR, EQUIPMENT AND MATERIAL PRICE SCHEDULE (continued)

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| LABOR CATEGORY | Estimated Hours | Hourly Labor Rate | Total Extended Price |
|---|-----------------|-------------------|----------------------|
| Operations Manager w/ Cell Phone and .5 Ton Pickup Truck | 70 | \$ 52.00 | \$3,640.00 |
| New Foreman w/Cell Phone & 1 Ton Equip, Truck w/ small tools and misc supplies in support of crew | 140 | \$ 45.00 | \$6,300.00 |
| Tree Climber/ Chainsaw and Gear | 350 | \$ 75.00 | \$26,250.00 |
| Laborer w/ Chainsaw and Gear | 350 | \$ 32.00 | \$11,200.00 |
| Laborer w/ Small Tools, Traffic Control, or Flag Person | 350 | \$ 26.00 | \$9,100.00 |
| Bonded and Certified Security Personnel | 140 | \$ 50.00 | \$7,000.00 |
| LABOR CATEGORY GRAND TOTAL EXTENDED PRICE: | | | \$63,490.00 |

OTHERS NOT LISTED IN LABOR CATEGORY - PLEASE LIST BELOW

| | | | |
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| CREW CATEGORY | Estimated Hours | Hourly Labor Rate | Total Extended Price |
|---|-----------------|-------------------|----------------------|
| Wheel loader, 2.5 CY, 950 or Similar w/ Operator, Foreman with Support Vehicle and Small Equipment, Laborer w/ Chain Saw, and 2 Laborers w/ Small Tools | 1 | \$ 239.00 | \$ 239.00 |

OTHERS NOT LISTED IN CREW CATEGORY - PLEASE LIST BELOW

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Lake County, FL
2012 CrowderGulf Pricing

| SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE | | | | | |
|--|--|--------------------|-------------------|--------------|------------------------|
| Reference to RFP Scope of Services Items 2 to 16. If a Vendor meets in "Yes Bid" individual service offerings their proposal may be considered non responsive by the County. | | | | | |
| 2 | Vegetative Debris Removal (based on Section 2.2.2) Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site. | Estimated Quantity | \$ Per Cubic Yard | Total | \$ Per Ton (Alternate) |
| | 0 to 15 miles | 100,000 | 7.40 | 740,000.00 | 74.00 |
| | 16 to 30 miles | 128,000 | 8.50 | 1,088,000.00 | 80.00 |
| | 31 to 60 miles | 75,000 | 8.50 | 637,500.00 | 85.00 |
| | Greater than 60 miles | 50,000 | 9.00 | 450,000.00 | 90.00 |
| 3 | C&D Debris Removal (based on Section 2.2.3) Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site. | Estimated Quantity | \$ Per Cubic Yard | Total | \$ Per Ton (Alternate) |
| | 0 to 15 miles | 15,000 | 7.40 | 111,000.00 | 74.00 |
| | 16 to 30 miles | 24,000 | 8.00 | 210,000.00 | 80.00 |
| | 31 to 60 miles | 21,000 | 8.80 | 212,800.00 | 88.00 |
| | Greater than 60 miles | 15,000 | 9.00 | 135,000.00 | 90.00 |
| 4 | Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on Section 2.2.4) 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 approved final disposal site. | Estimated Quantity | \$ Per Cubic Yard | Total | \$ Per Ton (Alternate) |
| | 0 to 15 miles | 5,000 | 9.00 | 45,000.00 | 90.00 |
| | 16 to 30 miles | 10,000 | 10.00 | 100,000.00 | 100.00 |
| | 31 to 60 miles | 10,000 | 11.00 | 110,000.00 | 110.00 |
| | Greater than 60 miles | 5,000 | 12.00 | 60,000.00 | 120.00 |
| 5 | Demolition, Removal, Transport and Disposal of RACM Structures (based on Section 2.2.5) 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 approved final disposal site. | Estimated Quantity | \$ Per Cubic Yard | Total | \$ Per Ton (Alternate) |
| | 0 to 15 miles | 5,000 | 10.00 | 50,000.00 | 100.00 |
| | 16 to 30 miles | 10,000 | 11.00 | 110,000.00 | 110.00 |
| | 31 to 60 miles | 10,000 | 12.00 | 120,000.00 | 120.00 |
| | Greater than 60 miles | 5,000 | 12.00 | 60,000.00 | 120.00 |
| 6 | DMS Operation and Reduction Through Grinding (based on Section 2.2.6) Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating, and remediation (and used as DMS) is reflected in this bid. | Estimated Quantity | \$ Per Cubic Yard | Total | \$ Per Ton (Alternate) |
| | | 175,000 | 3.00 | 525,000.00 | 30.00 |
| 7 | DMS Management and Reduction by Air Curtain Incineration (based on Section 2.2.7) Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster-related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating, and remediation (and used as DMS) is reflected in this bid. | Estimated Quantity | \$ Per Cubic Yard | Total | \$ Per Ton (Alternate) |
| | | 175,000 | 2.00 | 350,000.00 | 20.00 |
| 8 | Haul-out of Reduced Debris to a County Approved Final Disposal Site (based on Section 2.2.8) Work consists of loading and transporting reduced eligible disaster-related debris at a County approved DMS to a County designated final disposal site. | Estimated Quantity | \$ Per Cubic Yard | Total | \$ Per Ton (Alternate) |
| | 0 to 15 miles | 6,125 | 2.70 | 16,537.50 | 26.00 |
| | 16 to 30 miles | 4,188 | 3.25 | 28,809.34 | 30.00 |
| | 31 to 60 miles | 15,313 | 6.00 | 76,662.50 | 45.00 |
| | Greater than 60 miles | 30,626 | 6.00 | 183,770.00 | 60.00 |
| 9 | Removal of Hazardous Trees and Limbs (based on Section 2.2.9) Work consists of removing eligible hazardous trees or 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, Vegetative Debris Removal. | Estimated Quantity | \$ Per Tree | Total | |
| | 6 inch to 12.99 inch diameter | 1,000 | 30.00 | 45,000.00 | |
| | 13 inch to 24.99 inch diameter | 1,000 | 75.00 | 75,000.00 | |
| | 25 inch to 36.99 inch diameter | 750 | 125.00 | 93,750.00 | |
| | 37 inch to 48.99 inch diameter | 500 | 200.00 | 100,000.00 | |
| | 49 inch and larger diameter | 100 | 300.00 | 30,000.00 | |
| | Hanger Removal (per Tree) | 3,000 | 70.00 | 210,000.00 | |

SCHEDULE 2 (REVISED) - UNIT RATE PRICE SCHEDULE CONTINUED

| 10 Removal of Hazardous Stumps (based on Section 2.2.9) Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County approved DMS. Rate includes removal, backfill of stump hole, reduction, and final disposal. | Estimated Quantity | \$ Per Stump | Total |
|--|--------------------|--------------|---------------------|
| 24.1 inch to 38.99 inch diameter | 800 | 150.00 | 76,000.00 |
| 37 inch to 48.99 inch diameter | 250 | 250.00 | 62,500.00 |
| 48 inch and larger diameter | 80 | 300.00 | 18,000.00 |
| 11 ROW White Goods Debris Removal (based on Section 2.2.11) Work consists of the removal of eligible White Goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/dumping refrigerants as required by law as well as unit decontamination in a confined area. The Contractor shall also be responsible for the transportation of eligible White Goods from the County approved DMS to a County approved facility for recycling. | Estimated Quantity | \$ Per Unit | Total |
| AC Units, Refrigerators and freezers requiring refrigerant recovery and decontamination | 250 | 60.00 | 15,000.00 |
| Washers, dryers, stoves, ovens, and hot water heaters | 600 | 20.00 | 12,000.00 |
| 12 Household Hazardous Waste Removal, Transport, and Disposal (based on Section 2.2.12) Work consists of the collection, transportation, and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MDW type I lands. | Estimated Quantity | \$ Per Pound | Total |
| | 10,000 | 5.00 | 50,000.00 |
| 13 E-Waste Removal (based on Section 2.2.13) Work consists of the recovery and disposal of televisions, computers, computer monitors, and microchips unless otherwise specified in writing by the County. | Estimated Quantity | \$ Per Unit | Total |
| | 250 | 60.00 | 15,000.00 |
| 14 Abandoned Vehicle Removal (based on Section 2.2.14) Work consists of the removal and transport of eligible abandoned vehicles: | Estimated Quantity | \$ Per Unit | Total |
| Passenger Car | 50 | 120.00 | 6,000.00 |
| Single Axis | 25 | 250.00 | 6,250.00 |
| Double Axis | 25 | 300.00 | 7,500.00 |
| 15 Abandoned Vessel Removal (based on Section 2.2.15) Work consists of the removal and transport of eligible abandoned vessels: | Estimated Quantity | \$ Per Unit | Total |
| Vessels less than 20 linear feet | 75 | 250.00 | 18,750.00 |
| Vessels 21 linear feet and greater | 60 | 400.00 | 20,000.00 |
| 16 Dead Animal Carcasses (based on Section 2.2.16) Work consists of the recovery and disposal of dead animal carcasses. | Estimated Quantity | \$ Per Pound | Total |
| | 10,000 | 0.60 | 6,000.00 |
| Total | | \$ | 6,162,459.38 |

Figure 1- FEMA Stump Conversion Table

Stump Conversion Table

Diameter to Volume Capacity

The quantification of the cubic yards of debris for each size of stump in the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricanes Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards:

$$\frac{[(\text{Stump Diameter}^3 \times 0.7854) \times \text{Stump Length}] + [(\text{Root Ball Diameter}^3 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 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 two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3.6
- Root ball height of 31"

| Stump Diameter (Inches) | Debris Volume (Cubic Yards) | Stump Diameter (Inches) | Debris Volume (Cubic Yards) |
|-------------------------|-----------------------------|-------------------------|-----------------------------|
| 6 | 0.3 | 46 | 16.2 |
| 7 | 0.4 | 47 | 16.8 |
| 8 | 0.6 | 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 | 20.8 |
| 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 | 3.6 | 63 | 28.4 |
| 24 | 4.1 | 64 | 28.4 |
| 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 | 10.8 | 79 | 44.7 |
| 40 | 11.5 | 80 | 45.8 |
| 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 | | |

EXHIBIT C

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that my firm:

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein"

[Handwritten Signature]
Authorized Signature

CrowderGulf Joint Venture, Inc.
Company Name

State of: ALABAMA

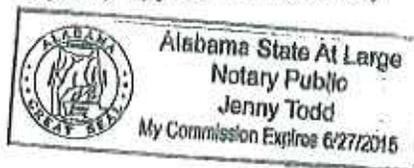
County of: MOBILE

Sworn to and subscribed before me this 26th day of November, 20 12

Personally known X or Produced Identification _____

[Handwritten Signature: Jenny Dodd]
Signature of Notary

(Specify Type of Identification)



My Commission Expires: 06/27/15

EXHIBIT D

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

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 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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. (1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices

will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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 journeymen 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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

9. Disputes concerning labor standards. 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen 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.

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 \$10 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. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) 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 (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

- (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.

2. 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. 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.

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

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 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.

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 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).

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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;
- (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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

- a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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.

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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.

B. 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

a. All laborers and mechanics employed or working upon the site of the work, 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 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. 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 shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). 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 classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall 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.(1) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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 utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. 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.

(3) 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 shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall 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.

c. 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. 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, 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.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, 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.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, 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 section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) 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 section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the laborer 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. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete:

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed 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 Regulations, 29 CFR part 3;

(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 of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL). Apprentices

will be permitted to work at less than the predetermined rate for the work they performed 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 Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall 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 the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. 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. 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 journeymen 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.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 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.

9. Disputes concerning labor standards. 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 he or she) 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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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 watchmen 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.

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 \$10 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. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) 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 (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

- (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.

2. 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. 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.

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

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 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.

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 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).

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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee of Federal funds (such as the prime or general contract). "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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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.

