



June 13, 2011

Sumter County
901 N Main St Room 201.
Bushnell FL 33513

Attn: Jack Jackson

RE: Disaster Debris Hauling Services in Sumter County

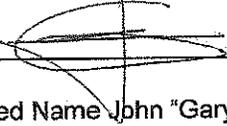
Dear Mr. Jackson,

This letter serves as an official request from Grubbs Emergency Services, LLC to Sumter County, FL to renew the Disaster Debris Hauling Services in Sumter County. The contract is up for renewal on July 28, 2011 for a period of an additional one year.

All terms and conditions of this contract including pricing will remain the same for the period of this renewal. Please sign both copies of the Agreement and return one (1) copy for our records. If I may be of further assistance, please feel free to contact me. Thank you in advance for the opportunity to provide disaster recovery services to your community in the event of an approaching storm.

Grubbs Emergency Services, LLC

Sumter County Florida

By:  _____

By: _____

Printed Name John "Gary" Grubbs

Printed Name: _____

Title: Executive Manager

Title: _____

Dated: 7.13.2011

Dated: _____



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Sumter County Florida

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By: _____

Printed Name John "Gary" Grubbs

Printed Name: _____

Title: Executive Manager

Title: _____

Dated: 7.13.2011

Dated: _____



May 23, 2011

Sumter County
Public Works Department
319 E. Anderson Ave.
Bushnell, FL 33513
Ph: (352) 569-6700
Fax: (352) 569-6701

Attn: Jackey Jackson

Amendment One to Contract

This amendment is required by The Florida Department of Transportation and FEMA so that your contract is compliant with the respective entities requirements in the event of a man made or natural disaster. This will assist with your reimbursement from the applicable funding agencies.

This amendment (FHWA 1273 Contract Provisions and E-Verify requirements) is made by Grubbs Emergency Services, LLC and Board of County Commissioners Sumter County, Florida, parties to the agreement of the INDEPENDENT CONTRACTOR AGREEMENT dated July 28, 2009 for Disaster Debris Hauling Services in Sumter County Florida.

The Agreement is amended as follows: Grubbs Emergency Services, LLC agrees to follow all FHWA 1273 Contract Provisions and the E-Verify requirements.

Grubbs Emergency Services, LLC will provide pre-event training for Sumter County staff at your request or no less than annually.

All terms and conditions of the original contract including pricing will remain the same. If I may be of further assistance, please feel free to contact me. Thank you in advance for the opportunity to provide disaster recovery services to your community in the event of an approaching storm.

Grubbs Emergency Services, LLC
By: [Signature]
Printed Name John "Gary" Grubbs
Title: Executive Manager
Dated: 5.23.2011

Sumter County Florida
By: _____
Printed Name: _____
Title: _____
Dated: _____



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By: [Signature]
Printed Name John "Gary" Grubbs
Title: Executive Manager
Dated: 5.23.2011

Sumter County Florida
By: _____
Printed Name: _____
Title: _____
Dated: _____



Wood Resource Recovery, LLC.

10606 State Road 121 N. Gainesville, Florida 32653 Office: (352) 378-9133 Fax: (352)336-7429

June 13, 2011

Mr. Jackey Jackson
Public Works Division
910 East Anderson Ave.
Bushnell, FL 33513

Re: Disaster Debris Hauling Services

Dear Mr. Jackson:

Wood Resource Recovery, LLC, would like to exercise our option to renew our contract for an additional year through 28 July 2012. WRR would continue the agreement with the same rates, terms and conditions of the original agreement.

If the County is in agreement to extend the services for another year, please acknowledge by signing at the bottom of this letter and fax a copy of the executed document to me at 740-687-3387.

Sincerely,

JoAnn G. Phillips
Contract Manager

Yes, Sumter County, Florida agrees to extend this agreement for an additional year.

Signed the ____ day of _____, 2011

By: _____

Title: _____

Enclosures



Wood Resource Recovery, LLC.

10606 State Road 121 N. Gainesville, Florida 32653 Office: (352) 378-9133 Fax: (352)336-7429

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Sincerely,

A handwritten signature in cursive script that reads "JoAnn G. Phillips".

JoAnn G. Phillips
Contract Manager

Yes, Sumter County, Florida agrees to extend this agreement for an additional year.

Signed the ____ day of _____, 2011

By: _____

Title: _____

Enclosures

**FIRST AMENDMENT TO AGREEMENT BETWEEN SUMTER
COUNTY AND WOOD RESOURCE RECOVERY LLC,
RFP#114-0-2008 FOR DISASTER DEBRIS MANAGEMENT SERVICES**

This FIRST AMENDMENT TO AGREEMENT made and entered into this 26th day of May A.D. 2011, by and between Sumter County by and through its Board of County Commissioners, herein after referred to as "County," and Wood Resource Recovery LLC, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the parties hereto previously entered into an agreement dated July 28, 2009 for the provision of Disaster Debris Management Services; and,

Whereas the parties wish to extend the agreement.

NOW, THEREFORE, the parties hereby agree to amend the Agreement as follows:

- A) CONTRACTOR hereby agrees to follow provisions provided in FHWA 1273, CFR-44, and parties agree those regulations be made a part of the CONTRACT.
- B) CONTRACTOR agrees to verify employees on the project using CIS-E-Verify.
- C) COUNTY AND CONTRACTOR agrees to extend the current contract with all other terms, conditions and prices unchanged.

ATTEST

BY: _____

Bill Gaston

President

By: _____

SUMTER COUNTY:

TITLE:

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ATTEST

BY: 

Bill Gaston

President

By: _____

SUMTER COUNTY:

TITLE:

STATE OF FLORIDA

OFFICE OF THE GOVERNOR EXECUTIVE ORDER NUMBER 11-02 (Verification of Employment Status)

WHEREAS, Federal law requires employers to employ only individuals eligible to work in the United States; and

WHEREAS, the U.S. Department of Homeland Security's E-Verify system allows employers to quickly verify employee eligibility in an efficient and cost-effective manner;

NOW, THEREFORE, I, RICK SCOTT, as Governor of Florida, by virtue of the authority vested in me by Article IV, Section (1)(a) of the Florida Constitution, and all other applicable laws, do hereby promulgate the following Executive Order, to take immediate effect:

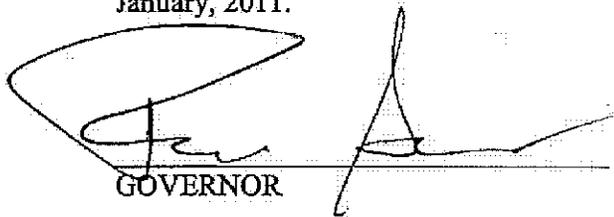
Section 1. I hereby direct all agencies under the direction of the Governor to verify the employment eligibility of all current and prospective agency employees through the U.S. Department of Homeland Security's E-Verify system.

Section 2. I hereby direct all agencies under the direction of the Governor to include, as a condition of all state contracts, an express requirement that contractors utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of: (a) all persons employed during the contract term by the contractor to perform employment duties within Florida; and (b) all persons (including subcontractors) assigned by the contractor to perform work pursuant to the contract with the state agency.

Section 3. Agencies not under the direction of the Governor are encouraged to verify the employment eligibility of their current and prospective employees utilizing the E-Verify system, and to require contractors to utilize the E-Verify system to verify the employment eligibility of their employees and subcontractors.



IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Florida to be affixed, at Tallahassee, the Capitol, this 4th day of January, 2011.


GOVERNOR

ATTEST:


SECRETARY OF STATE

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(included in Appalachian contracts only)

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

- Section I, paragraph 2;
- Section IV, paragraphs 1, 2, 3, 4, and 7;
- Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

- a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
- b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. 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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. 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.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

(3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of worked performed, as specified in the applicable wage determination incorporated into the contract.

e. 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 2d of this Section V.

f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).

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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

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

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 Covered Transactions:

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 participation in this transaction 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.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she 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.

**ATTACHMENT A - EMPLOYMENT PREFERENCE FOR
APPALACHIAN CONTRACTS**

(Applicable to Appalachian contracts only.)

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph 1c shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph 4 below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification,

(c) the date on which he estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, he shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within 1 week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph 1c above.

5. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT ("Contract") is made this 28 day of July, 2009, between the Board of County Commissioners of Sumter County, Florida (the "Board"), 910 N. Main St., Ste. 201, Bushnell, FL 33513 and Grubbs Emergency Services, LLC ("Independent Contractor").

WHEREAS, the Board has duly advertised for bids and selected to award a contract for Disaster Debris Hauling Services in Sumter County, Florida ("County"); and

WHEREAS, Grubbs Emergency Services, LLC warrants and represents that it is capable of providing all services as called for in the bid specifications and this contract and further warrants and represents that all responses in the bid submitted by Independent Contractor are true and correct; and

WHEREAS, this Contract supersedes the bid specifications, any prior agreement or understanding, whether written or oral relating to the subject matter of this contract, and the terms and conditions described herein shall prevail.

NOW THEREFORE, the parties agree as follows:

1. County does hereby contract with Independent Contractor to provide goods and/or services as provided in the Scope of Work attached hereto and incorporated herein as Exhibit "A", as set forth *in haec verba*.
2. The parties accept the above recitals as true and correct, and incorporate them as stated herein.
3. **Contract Sum.** Independent Contractor shall be paid according to the rates listed in the "Proposed Schedule for Debris Removal and Disposal Services," found in Exhibit "A" ("Service Rates") for the completion of any service provided to the County. Any increase in services beyond those in the Scope of Work and the rates for such services must be agreed to by the parties and set forth in writing, except that any increase in the services beyond the Scope of Work caused directly or indirectly by Independent Contractor shall not result in an increase any money or rates paid by the County to Independent Contractor. Unless otherwise provided by this Contract, there shall be no increase in the Service Rates without the prior written approval of the County.
4. Independent Contractor shall begin preparation for mobilization immediately after receiving a notice to proceed ("Notice") by the County. Independent Contractor shall be fully operational and shall begin to provide necessary services to the County within forty-eight (48) hours of the Notice. Independent Contractor shall have crews on standby twenty-four (24) hours before a projected storm is expected to hit or as determined by the County's Division of Public Works for emergency road clearing services.

5. All goods and/or services provided by Independent Contractor shall be performed and/or provided in a good and workmanlike fashion in compliance with all applicable industry standards and all applicable codes and regulations.
6. Independent Contractor agrees to secure and maintain any and all proper and applicable County, Municipal and State licenses and permits and abide by all applicable Federal, State and Local Regulations.
7. Independent Contractor must maintain, on a primary basis and at its sole expense, at all times during the life of this contract, or the performance of work hereunder, the insurance coverages, limits, and endorsements described herein. The requirements contained herein, as well as the County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligation assumed by Independent Contractor under this contract.
8. **Financial Rating of Insurance Companies.** All insurance companies must have financial rating of A- or higher by A.M. Best.
9. **Commercial General Liability.** Independent Contractor shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence and \$2,000,000 Annual Aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability. The self-insured retention or deductible shall not exceed \$25,000.
10. **Business Automobile Liability.** Independent Contractor shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Independent Contractor does not own automobiles, Independent Contractor shall maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
11. **Worker's Compensation Insurance & Employers Liability.** Independent Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. (NOTE: Elective exemptions or coverage through an employee leasing arrangement will NOT satisfy this requirement).
12. **Umbrella or Excess Liability (needed for large contracts as determined by Risk Management).** Independent Contractor shall maintain either a Commercial Umbrella or Excess Liability at a limit of liability not less than \$2,000,000 Each Occurrence and \$2,000,000 Aggregate. Independent Contractor shall endorse the County as an "Additional Insured" on the Umbrella or Excess Liability, unless the Commercial Umbrella/Excess Liability provides coverage on a pure "True

Follow-Form" basis, or the County is automatically defined as an Additional Protected Person. Any self-insured retention or deductible shall not exceed \$25,000.

13. **Certificate'(s) of Insurance** shall:

- 1.) Clearly indicate the County has been endorsed on the Commercial General Liability with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage;
- 2.) Clearly indicate the County is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability as required herein;
- 3.) Clearly identify each policy's limits, flat & percentage deductibles, sub limits, or self-insured retentions, which exceed the amounts or percentages set forth herein;
- 4.) Clearly require a minimum thirty (30) day notification to the County in the event of cancellation or non-renewal of coverage; and
- 5.) Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

Sumter County Board of County Commissioners
Risk Management Department
Attn: Lita Hart
910 N. Main St. Suite 217
Bushnell, FL 33513

14. **Indemnification.** Independent Contractor shall indemnify, defend, pay on behalf of, and hold harmless the County, its offices, officials, elected or appointed officers and commissioners, consultants, agents, volunteers, servants, and employees from and against any and all liability or responsibility whatsoever in connection with the goods and/or services provided hereunder and any and all claims, losses or liability, or any portion thereof, including attorney's fees and costs, arising from any loss, damage, injury or death to persons, including injuries, sickness, disease or death to Independent Contractor's own employees or damage to property occasioned by a negligent or wrongful act, omission or failure of Independent Contractor.
15. **Builder's Risk (when applicable).** Independent Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall maintain Builder's Risk insurance providing coverage to protect the interests of the County, Independent Contractor, subcontractors, including property acquired under a sales tax incentive program, property in transit, and property on or off-premises, which shall become part of the building or project. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project

as well as subsequent modifications of that sum. Any flat deductible(s) shall not exceed \$25,000, any wind percentage deductible (when applicable) shall not exceed ten-percent (10%); and any flood sub limit shall not be less than 25% of the projected completed value of the project. Independent Contractor shall endorse the policy with a manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the County. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the County's interest in the building ceases, or the building is accepted or insured by the County.

Independent Contractor shall endorse the County as Additional Insured, or Loss Payee, on the Builder's Risk.

16. **Deductibles, Coinsurance Penalties, & Self-Insured Retention.** Independent Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, self-insured retention, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein, Independent Contractor shall maintain a Commercial Surety Bond in an amount equal to said deductible amount.
17. **Waiver of Subrogation.** Independent Contractor shall provide a Waiver of Subrogation in favor of the County, Independent Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit Independent Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Independent Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy which includes a condition specifically prohibiting such an endorsement, or voids coverage should Independent Contractor enter into such an agreement on a pre-loss basis.
18. **Right to Revise or Reject.** The County reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work / specifications affecting the applicability of coverage. Additionally, the County reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the County shall provide Independent Contractor written notice of such revision or rejections.

19. **No Representation of Coverage Adequacy.** The coverages, limits or endorsements required herein protect the primary interests of the County, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect Independent Contractor against any loss exposures, whether as a result of the Project or otherwise.
20. **Certificate(s) of Insurance.** Independent Contractor shall provide the County with Certificate(s) of Insurance clearly evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the County is notified that a required insurance coverage will cancel or expire during the period of this Contract, Independent Contractor agrees to furnish the County prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the County, Independent Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.
21. The County shall have the right, but not the obligation, to prohibit Independent Contractor from entering the Project site until a new Certificate of Insurance is provided to the County evidencing the replacement coverage. Independent Contractor agrees the County reserves the right to withhold payment to Independent Contractor until evidence of reinstated or replacement coverage is provided to the County. If independent Contractor fails to maintain the insurance as set forth herein, Independent Contractor agrees the County shall have the right, but not the obligation, to purchase replacement insurance, which Independent Contractor agrees to reimburse any premiums or expenses incurred by the County.
22. **Governing Law.** All questions, issues or disputes arising out of or under this Contract, shall be governed by the laws of the State of Florida and State jurisdiction is hereby agreed by Independent Contractor to be only in Sumter County, Florida, and Federal jurisdiction is hereby agreed by Independent Contractor to be only in the Middle District of Florida and all Federal litigation by subject matter or removal must be filed and litigated in Tampa, Hillsborough County, Florida. In the event any litigation is commenced by either party to enforce this Contract, the action will be filed and litigated in a Court of competent jurisdiction located only in Sumter County, Florida. Independent Contractor waives any and all rights to have this action brought in any place other than Sumter County, Florida, under applicable venue laws. Independent Contractor hereby agrees the jurisdiction and venue of all disputes arising out of this Contract lie in no Court other than those stated above.
23. **General.** The invalidity of any provision of this Contract or any covenant herein contained on the part of any party shall not affect the validity of any other provision or covenant hereof or herein contained which shall remain in full force

and effect. Independent Contractor agrees to sign all such documents and do all such things as may be necessary or desirable to completely and effectively carry out the terms and conditions of this Contract. Time shall be of the essence in this Contract. In this agreement, wherefore the singular and masculine are used, they shall be construed as if the plural or the feminine or the neuter had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and the terminological changes thereby rendered necessary had been made. Paragraph headings are provided as an organizational convenience and are not meant to be construed as material provisions of this agreement. Independent Contractor agrees this Contract is consummated and entered into in Sumter County, Florida.

24. Severability. Whenever possible each provision and term of this Contract will be interpreted in a manner to be effective and valid but if any provision or term of this Contract is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Contract.
25. Attorneys' Fees. If any action is commenced to construe or enforce this Contract or the rights and duties created hereunder, then the party prevailing in the action shall be entitled to recover its costs and fees in the action, or in any appeal thereof, including all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the other party, and the costs and fees incurred in enforcing any judgment entered as a consequence of an action.
26. The Contract shall be binding upon the parties hereto, their successors and assigns.
27. This Contract shall not be assigned by Independent Contractor without the express written consent of the Board of County Commissioners of Sumter County.
28. Independent Contractor. It is understood that Grubbs Emergency Services, LLC, including any of its employees or agents, is an independent contractor and is not and shall not be construed to be the agent, servant, or employee of the County, of any elected or appointed official or office thereof for any purpose whatsoever including, but not limited to, federal tax and other state and federal law purposes. Independent Contractor shall have no express or implied authority of any kind or nature, to incur any liability or bind County whatsoever, either in contract or in tort, as the agent, servant, or employee of the County.

Independent Contractor assumes responsibility for payment of all federal, state and local taxes imposed or required of Independent Contractor under unemployment insurance, Social Security and income tax laws. Independent Contractor shall be solely responsible for any worker's compensation insurance

required by law and shall provide the County with proof of insurance upon demand. The parties agree that the County will not:

- (a) Pay dues, licenses or membership fees for Independent Contractor;
- (b) Control the method, manner or means of performing and providing the goods and services within Exhibit "A"; or
- (c) Restrict or prevent Independent Contractor from working for any other party except as specially provided for in non-compete agreements entered into between the parties for independent consideration.

The County does not have the right or power to enter into any contract or commitment on behalf of Independent Contractor, including entering into agreements with third parties, exercising incidents of ownership with respect to property owned by the Independent Contractor, or executing documents on the Independent Contractor's behalf.

30. Independent Contractor shall not be construed to be the agent, servant or employee of the County or of any elected or appointed official thereof, for any purpose whatsoever, and further Independent Contractor shall have no express or implied authority of any kind or nature whatsoever, to incur any liability or bind County whatsoever, either in contract or in tort, as the agent, servant, or employee of the Board.
31. Hazardous Materials and Environmental Compliance (as applicable). For the purpose of this Section, "Hazardous Materials" shall also include but not be limited to substances defined as ~~A~~hazardous substances,~~@~~ ~~A~~hazardous materials,~~@~~ or ~~A~~toxic substances~~@~~ in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Sec. 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and in any of the regulations adopted and publications promulgated pursuant to said laws; or any other pollutants or dangerous substances regulated pursuant to any other applicable environmental laws including, without limitation, polychlorinated biphenyls (PCB=s), oil, petroleum products and fractions, vinyl chloride, asbestos, heavy metals, radon or other radioactive materials, flammable or explosive materials, underground storage tanks (whether empty, filled or partially filled with any substance, regulated or otherwise), any substance or materials the presence of which on the Property is prohibited by any environmental laws, or any other substance or material which requires special handling or notification of any federal, state or local governmental entity regarding collection, storage, treatment or disposal. Independent Contractor shall not use, generate, manufacture, store or dispose on, under or about the Property or transport to the Property any Hazardous Materials. If Hazardous Materials are discovered during construction, Independent Contractor shall immediately properly dispose of the Hazardous Materials in accordance with all applicable environmental laws.

32. **Citizenship.** Independent Contractor shall not employ individuals not licensed or legally permitted to work in the United States of America ("Illegal Aliens"). Independent Contractor shall maintain current Employee Eligibility Verification Forms (I-9 Forms) for all employees of Independent Contractor. County reserves the right to audit Independent Contractor's employee records without cause or notice to verify that all employees of Independent Contractor are licensed or legally permitted to work in the United States of America and are not Illegal Aliens. Should Independent Contractor or County discover that Independent Contractor is employing an individual who is an Illegal Alien as defined herein, that individual shall be immediately discharged by Independent Contractor and shall not be allowed to participate in the work described by this Contract in any manner. It is understood that it is the duty of Independent Contractor to prevent the employment of Illegal Aliens, and the County's right to audit Independent Contractor's employee records does not evidence or suggest a duty on behalf of County to perform such audit or otherwise police the legal status of Independent Contractor's employees.

33. **Term and Termination.** This Contract shall continue in effect for one (1) year commencing on the date of execution. Independent Contractor shall have the option to renew the Contract at the expiration of the one-year term for two (2) additional one-year terms. Such option for renewal shall only be effective upon mutual written agreement of the parties and upon approval by the County. Unit prices shall remain firm for the first one-year term and may be adjusted according the Consumer Price Index (CPI) for any subsequent year. In the event of any nonperformance or default by Independent Contractor, the County shall notify Independent Contractor in writing. Independent Contractor shall have three (3) days (weekends and holidays excluded) to remedy such nonperformance or default. Failure by Independent Contractor to remedy such nonperformance or default shall result in the Contract being terminated by the County.

34. This Contract was executed the day and year first above written.

Deputy Clerk

Witness:

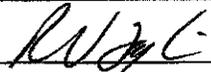
Witness:

BOARD OF COUNTY COMMISSIONERS,
SUMTER COUNTY, FLORIDA

By:  _____

Print Name: GARRY BREEDEN

Title: CHAIRMAN

By:  _____

Print Name: R VICTOR TAE LIA

FEEL: Chief manager 8/3/09
Page 8 of 8

COUNTY ADMINISTRATOR RECOMMENDED ACTION: *As Recommended*

ACTION TAKEN BY THE BOARD:

DATE:

APPROVED

JUL 28 2009

Exhibit A

Please note that Pages 1-4 of Exhibit A have
been left out of this document intentionally.

DEFINITIONS

The following terms are defined as follows:

Chipping: Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably. Debris is reduced to chips at a minimum of a 4 to 1 ratio.

Debris, Burnable: Scattered items and materials broken, destroyed, or displaced by a natural disaster. Example: trees, construction, and demolition material, personal property. These items are considered burnable.

Debris Clearance: Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Removal: Picking up debris and taking it to a temporary staging site or permanent landfill.

Debris Disposal: Placing mixed debris and/or residue from volume reduction operation into a Sumter County and State-approved landfill or recycling center.

Garbage: Trash placed in bags or cans to be picked up by traditional removal methods.

Hazardous Stumps: Tree stumps that are greater than 24 inches in diameter, as measured 24 inches above the ground, that have 50 percent or more of the root-ball exposed, that are on improved public property or a public right-of-way, and it poses an immediate threat to life, and public health and safety.

Non-burnable debris: Includes, but limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, clothes, non wood building materials and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.

Recycling: The recovering and re-use of metals, soils, and construction materials that may have residual monetary value.

Rights-of-Way: The portions of land over which a facility, such as highways, rail roads, or power lines are built; includes land on both sides of the highway up to the private property line.

Storage Site: A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site.

Stumps: Tree stumps with base cut measurement less than 2 feet in diameter will be disposed of by either splitting or chipping/grinding. Tree stumps larger than 2 feet in diameter will be disposed of by either splitting or chipping/grinding.

White Metals: Household appliances, such as refrigerators, freezers, stoves, washers, dryers and water heaters.

Scope of Work: Requirements and specifications. Sumter County requires the following services:

GENERAL

Clear County roads and streets to allow safe passage depending on the severity of the disaster and the availability of County equipment.

Debris removal operation: Remove vegetative debris from the County's right-of-way and public property and haul to a temporary vegetative debris site as determined by DOPW (Division of Public Works).

Remove non-bumable debris (appliances, household items) and construction and demolition (C&D) debris from the County's right-of-way and public property to a temporary debris staging site or as determined by DOPW.

Remove debris from private property under certain conditions as determined by the County should an imminent threat to life, safety, and health to the general public be present on private property, or should other circumstances exist.

Debris disposal operation: Chip vegetative debris (limbs and branches) at the pick-up site and haul the resulting chips to a designated final disposal site as determined by DOPW.

Operate vegetative debris volume reduction at the temporary vegetative staging site as determined by DOPW. Volume reduction may be by chipping and grinding. The DOPW will select a method to be used on environmental considerations as well as all applicable federal, state and local rules and regulations.

The Contractor Representative must coordinate daily with the DOPW or designee. The Contractor Representative must have the authority to act on behalf of the Contractor to address and resolve issues that may arise during the course of this work.

The Contractor shall conduct debris removal during daylight hours and into the late evening depending on the severity of the storm seven days per week. The Contractor is responsible for coordinating with the DOPW in the event weather conditions delay or modify the proposed daily schedule.

The total number of actual hours worked by each crew will be according to the needs of the DOPW. It is estimated that each crew will work a minimum 10 hours per day, seven days per week. No guarantee of minimum hours is implied or expressed. The County will determine services required.

The Contractor shall begin preparation for mobilization immediately after receiving the Notice to proceed and be full operational within forty-eight (48) hours. If emergency road clearance is needed, Contractor shall have crews on standby if needed twenty-four (24) hours before the storm hits or as determined by the DOPW.

The Contractor is required to grind daily. Debris hauled in shall be chipped within forty-eight (48) hours.

All work, including site restoration prior to closeout, shall be completed within thirty (30) calendar days after receiving notice from the County that the last load of debris has been delivered.

The Contractor shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes and fees necessary to perform the work.

The Contractor must be duly licensed in accordance with the State of Florida statutory and regulatory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform the work. Copies of all permits shall be submitted to the DOPW.

The Contractor shall be responsible for correcting any notices of violations issued as a result of the Contractor's or any subcontractor's actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.

The Contractor shall be responsible for paying any and all costs associated with violations of law or regulation relative to their activities. Such costs may include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with Federal or local environment laws and regulations or nuisance statutes by Contractor, their subcontractors, or any other persons, corporations, or legal entities retained by the Contractor under this contract.

The Contractor must attend any and all meetings required by the DOPW to evaluate the debris removal and disposal operations.

The Contractor must provide sufficient personnel and management to assure the requirements and specifications of work meets the requirements of this contract. The DOPW or designee will closely monitor the work.

No debris shall be allowed to accumulate or be stored on public or private property at any time without proper authorization from the DOPW. Under no circumstances shall the accumulation of brush, limbs, cut trunks, logs, or other debris be allowed on a public right-of-way in such a manner as to result in a hazard to the public.

The Contractor is legally responsible for damage to public and private property while performing duties outlined in these specifications.

Any damage to public and private property shall be reported to the DOPW immediately following occurrence for documentation and follow-up.

The DOPW or designee shall have the right to require the selected Contractor to redo any work that is not done satisfactorily and in accordance with the requirements and specifications stated herein.

Such work needing to be redone shall be performed promptly and at no additional cost to the County, either during or after the expiration of the resulting agreement.

The Contractor is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, and sprinkler heads and valves. If omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor at its expense to a condition similar or equal to that existing before such damage or injury, or the Contractor shall repair such damage in a manner acceptable to the DOPW.

Whenever electric or telephone lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the Contractor, the proper utility agency and homeowner shall be consulted.

All motor vehicle and other major equipment used by the selected Contractor to do work shall be clearly identified with the name of the company.

No guarantee of minimum number of crews is implied or expressed and payment for services will only be made for actual work performed as required by the DOPW. However, award will be reviewed in part on expediency of mobilization.

Debris Removal: The Contractor shall provide all labor, services, equipment, materials and supplies necessary to collect all brush, tree parts, non-burnable debris and C&D debris from the County rights-of-way and public property. All vegetative debris shall be hauled to a debris volume reduction site as designated by the DOPW. All non-burnable debris and C&D debris will be hauled to a designated temporary debris staging site or permitted landfill or as determined by the DOPW.

Debris Removal:

The DOPW will assist in the debris removal process as needed throughout the County.

During the response phase, 1st push (usually limited to the first 70 hours), the Contractor shall remove any items impeding the flow of traffic, which will include but is not limited to, "hangers", trees and stumps.

After the 70 hour 1st push, the Contractor will not trim "hangers" or cut down any trees without the prior written consent of the DOPW.

The DOPW will be responsible for directing tree removal from County rights-of-way or on private property, that poses a threat to public safety (including critical utilities) will be removed as directed by the County. This includes "hangers", leaning trees, and the stumps associated with such a tree.

The Contractor shall exercise care so as not to generate litter during the removal process. The Contractor shall clean up loose material in the immediate vicinity of the right-of-way. The Contractor shall be responsible for the repair of any collateral damage caused to private or public property.

Work shall consist of one pass and any additional passes as directed by the DOPW, to collect all of the brush, tree parts, non-burnable debris and C&D debris set out by residents for collection within the right-of-way from both sides of the roadway.

The Contractor shall notify the DOPW of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.

The DOPW or designee will monitor all Contractor operations. The DOPW or designee will have load site monitors stationed at designated "check points". The "check points" must be kept to a minimum and located at a safe site along the primary haul road to the designated disposal site. Each truck driver will be given load tickets that validates where the material originated. The DOPW or Monitoring firm will estimate the quantity of debris hauled at the disposal site. The estimated quantity will be recorded on the load ticket and a copy of the load ticket will be given to the truck driver.

The DOPW or designee will also have roving monitors that will observe Contractor operations to ensure that only eligible debris is removed from the specified locations as designated. Trucks that are observed picking up material outside of the designated rights-of-way or that is ineligible will have all loads hauled that day deducted and the load tickets invalidated.

The Contractor shall be prepared to provide chipping equipment and crew to conduct on-street chipping of vegetative debris (tree limbs/branches) in areas inaccessible to normal debris cleaning equipment. Locations of on-street chipping operations will be identified by the DOPW. The on-street chipping crews will consist of a combination of equipment and personnel. On-street areas must be restored to a condition similar or equal to that existing before the storm. Restoration procedures may include, but not limited to, raking of loose debris.

If required, all limbs, branches, foliage, etc... in inaccessible areas will be chipped on site using a hand-fed chipper. Chips and other tree debris will be collected and hauled away from work areas by the Contractor immediately following completion of the work to a final disposal site as determined by the DOPW.

The work area includes various locations throughout the County. Maps and locations will be made available with the Notice to Proceed.

Work location and assignments of all contractual crews shall be coordinated daily with the DOPW or designee. Contractor shall report at the start of each workday to the DOPW or designee.

The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state and local government or agencies.

Equipment: The Contractor shall provide all equipment necessary for the performance of the work under these requirements and specifications. All equipment repairs and operating cost shall be the responsibility of the Contractor.

Equipment, which is designated for this project, shall not be used for any other work during the duration of the contract. The Contractor shall not solicit work from private citizens throughout the County.

Debris Removal

The Contractor shall submit to the DOPW, a typed listing that indicates the type of vehicle, make, model, license plate number, driver's name, equipment identification number and measured interior volume (in cubic yards) of the load bed of each piece of equipment utilized to haul debris. The Contractor and DOPW shall jointly measure the volume of each piece of equipment calculated from actual interior bed measurements. Maximum volumes may be rounded to the nearest cubic yard, for example: <18.5 CY = 18CY and ≥ 18.5 CY = 19 CY. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment for the duration of the disaster work.

Prior to commencing operations, the Contractor shall affix to each piece of equipment signs or markings indicating the owner/operator's name and a unique equipment identification number. Identification numbers shall not be reused. One sign shall be placed on each side of the equipment. For those trucks, and other equipment intended to haul debris, the maximum volume, in cubic yards, of load bed shall also be shown. Signs shall be maintained in an easily readable fashion for the duration of the work. Minimum letter size shall be three (3) inches in height.

The County desires that the Contractor maximize the use of self-loading trucks equipped with grapples or loaders with grapple attachments to reduce potential collateral damage and to expedite the cleanup operation. Small hand load operations are discouraged.

All equipment hauling debris must be certified by a FEMA approved vendor/agency.

All equipment must be in compliance with the bid specifications and all applicable federal, state, and local rules and regulations.

Volume Reduction Site Equipment

The Contractor shall provide all equipment necessary to prepare the site, stockpile the debris, feed the grinders, remove mulch from the grinding operations, and load and haul for disposable all non-burnable debris, chips/mulch, and any other equipment which may be necessary.

All equipment must be in compliance with all applicable federal, state, and local rules and regulations.

All equipment and operator qualifications will meet federal, state and local requirements.

Hazardous Waste:

Contractor Petroleum, Oil, Lubricant Spills

1. The Contractor shall be responsible for reporting to the DOPW and cleaning up all petroleum, oil, lubricant spills caused by Contractor operations at no additional cost to the County.
2. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup shall be in accordance with applicable federal and local laws and regulations.

3. Spills other than on-site shall be reported to the National Response Center and the DOPW immediately following discovery. A written follow-up shall be submitted to the DOPW not later than 7 days after the initial report. The written report shall be in a narrative form and, as a minimum, shall include the following:

- Description of the material spilled (including identity, quantity, etc.)
- Determination as to whether or not the amount spilled is EPA/DEP reportable and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures implemented.
- Summary of all communications the Contractor has had with the media or other officials.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

Safety:

The Contractor shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet federal and local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.

Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the DOPW and is coordinated with appropriate departments. Traffic control is the responsibility of the Contractor and shall be accomplished in conformance with local traffic codes.

Contractor will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at the temporary debris staging sites. The Contractor shall comply with all federal, state and local safety regulations.

The Contractor shall erect proper barricades, signs and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.

Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

Site Management and debris disposal:

Contractor shall provide all labor, service, equipment, materials and supplies necessary to accept, process, and reduce vegetative debris through either tub grinding into chips/mulch.

The County will select the locations of the vegetative debris volume reduction sites.

The Contractor shall provide equipment and personnel to manage and operate (number of sites will be determine after an event occurs and will be based on event severity) vegetative debris volume reduction sites. The DOPW will provide access and authorization to the Contractor to operate on the designated vegetation debris reduction sites including all information in the DOPW's possession regarding the sites, which are necessary for successful operation.

The Contractor shall determine and construct observation/inspection towers at each selected temporary vegetative debris volume reduction site. The towers shall be constructed in accordance with and approved by FEMA. Access shall be provided by wooden steps with a handrail.

The County will not provide to the Contractor, potable water, sewage treatment, fuel, other utilities or other personnel, materials, or equipment to operate the debris volume reduction site. The Contractor shall provide portable sanitary facilities and maintain these facilities. The Contractor shall provide utility clearances as appropriate. The Contractors shall protect existing structures at the sites and repair any damage caused by their operations at no additional cost to the County.

Contractor shall be responsible for establishing site layout as approved by the County.

Contractor shall manage the site to accept debris collected under other County contracts and by County crews. The same procedures for estimating the load and the use of load tickets apply.

Chips/mulch should be stored in piles no higher than 15 feet and meet all local regulations and laws. No more than seven (7) days of chipped debris shall remain on ground at the site.

The Contractor will provide a site operations plan for review and approval by the DOPW prior to beginning work. At a minimum, the plan will address the following:

- Access to the site
- Site management, to include point of contact, organizational chart, etc.
- Traffic control procedures
- Site security
- Site safety
- Site layout/segregation plan
- Continuous watering of site to prevent flying dust
- Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water run-off as appropriate

The Contractor shall be responsible for preparing the sites to accept the debris. Site preparation may include clearing, erosion control, grading, and construction and maintenance of hauling roads and entrances. Contractor will establish lined temporary storage areas for materials that can contaminate soils, run-off or groundwater. Contractor shall place liners under stationary equipment.

The Contractor shall be responsible for installing site security measures and maintaining security for operations at the site.

The Contractor shall manage the site to minimize the risk of fire.

The Contractor shall be responsible for the closure of the debris management sites within thirty (30) calendar days of receiving the last load of disaster-related debris. Closure shall include removal of site equipment, debris and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc), and grading the site, and restoring the site to its pre-work conditions. The site will be restored in accordance with all local requirements. The Contractor is responsible for the proper disposal of non-burnable debris and wood chips or ash. The Contractor shall receive approval from the DOPW and FEMA as to the final acceptance of a site closure.

Invoicing and Payment:

All invoices shall be signed by the Contractor. Each type of work must be invoiced separately, then Contractor is expected to provide the details outlined below and any other data as the County may reasonably require.

All invoices are subject to pre-audit verification and DOPW or designee approvals prior to payment.

Releases of lien, if applicable, shall be submitted with invoices.

Mobilization and Demobilization:

The Contractor may submit an invoice for half the amount for mobilization and demobilization when the crews and equipment and the temporary debris staging site are fully operational. The determination of fully operational shall be by the DOPW.

The Contractor may submit an invoice for the remaining half of the mobilization and demobilization amount when the debris removal and disposal operations are completed and the temporary debris staging sites have been accepted by the County.

Emergency Road Clearance:

The Contractor may invoice for road and street clearance when the work is completed. The invoice must be substantiated by a detailed spreadsheet showing:

- Date
- Hours Worked

- Operator's name
- Machinery and equipment used
- Roads and street cleared
- Cubic Yardage removed

The detail must be supported by daily logs validated and signed by the DOPW or designee.

Vegetative Debris Removal:

The Contractor may invoice the County not more than every two (2) weeks. Each invoice shall include a daily summary of the load tickets. Each invoice shall be further supported by a listing of all load tickets being invoiced. All load tickets shall contain the following:

- Contractor name
- County contract number
- Load ticket number
- Date and time of pick up
- Pick up location
- Total cubic yards picked up
- Debris classification
- Truck ID number and capacity
- Delivery site
- County's designated representative signature
- Contractor's designated representative signature
- Load ticket must be entered in order on invoice and load ticket number must match items on invoice.

Debris chipped on-street and hauled to disposal site: Each invoice for on-street chipping work will be completed based upon the unit price and chipped cubic yard to include chipping and hauling machinery and crew. The invoice shall be substantiated the same as vegetative debris above. Load tickets must clearly indicate "on-street chipping".

Non-Burnable and C&D Debris: Picking up and hauling of non-burnable debris from rights-of way and public property to a temporary site or permitted landfill site or recycling center will be based upon the same documentation as vegetative debris; however, the amount hauled may be obtained from dumping tickets or load tickets issued by the debris receiving entity.

Stumps: FEMA shall authorize and approve removal of all stumps prior to removing. Removing and hauling stumps to a disposal site will be included with other vegetative debris and should be billed a part of the proposed fee.

Management of Temporary Storage and Vegetation Volume Reduction Site and Disposal of Chipped or Burned Debris: Contractor must bill for each site separately. Debris storage and reduction site operations will be paid based on the total cubic yards of debris that are delivered as recorded on the load ticket validated by the DOPW or designee. Chipping and hauling for disposal will also be paid based on

the total cubic yards of debris delivered to the temporary site at the time the chips are removed to the final disposal site.

The load tickets under vegetative debris will be the same used for these purposes together with load tickets of other County contractors and County trucks.

County Obligations:

The County shall notify the Contractor when a "watch" has been established to put on notice. The County shall notify Contractor when a "warning" has been established so Contractor can move the crews and equipment required within four (4) hours distance from County.

The County shall furnish all information and documents necessary for the commencement of work including valid written Notices to Proceed.

The County will provide inspectors or Monitors for the monitoring of debris operations.

The County will assist Contractor in obtaining permits and licenses, to the extent reasonably possible, but such assistance will not reduce Contractor's obligation to obtain same.

Terms and conditions of Contract:

The Contractor will be required to enter into a non-exclusive contract with the County incorporating this Request for Proposal and the documents submitted by the entity requesting said proposals.

The Contractor shall not assign, transfer, or subcontract this contract either in whole, or in part, without prior written approval of the County.

Prices quoted on the proposal will be considered firm for each type work to be performed. Prices must be within acceptable FEMA guidelines.

The successful Contractor shall be awarded a contract for one (1) year with the option to renew the contract for two (2) additional one-year periods. Options for renewal will only be exercised upon mutual written agreement and approved by the County. Unit prices will remain firm for the first year and may be adjusted according to the Consumer Price Index (CPI) for each subsequent year.

Default/Failure to Perform:

The County shall be the sole judge of nonperformance, which shall include any failure on the part of the successful bidder to accept the award, to furnish required documents, and/or to fulfill any portion of this contract within the time stipulated.

Upon default by the successful responder to meet any terms of this agreement, the County will notify the responder three (3) days (weekends and holidays excluded) to remedy the default. Failure on the contractor's part to correct the default within the required three (3) days shall result in the contract being terminated and upon the County notifying in writing the contractor of its intentions and the effective date of the termination. The following shall constitute default:

1. Failure to perform the work under the contract and/or within the time required or failing to use the subcontractors, entities and personnel as identified and set forth, and to the degree specified in the contract.
2. Failure to begin the work under this contract within time specified.
3. Failure to perform the work with sufficient workers and equipment

PURPOSE:

The purpose of this request for proposals is to establish contract-qualified vendors to provide Sumter County with transportation, processing and removal of Disaster Debris.

Work Specifications

Removal of Debris from County Right-of-Way:

Load and haul all storm related debris (Vegetative and Mixed debris) to designated TDSRS sites within Sumter County, separate, process (grind) and haul the vegetative material to final disposal facility.

The Division of Public Works will assist in the clean up and has designated an area or areas within the County.

Contractor must provide a steady amount of tractor trailers to remove processed material to the designated facility.

Contractor must be able to provide enough equipment to process debris from a Major Hurricane/Disaster and increase equipment and trucks as needed in order to become a qualified Contractor.

The County shall retain the option to activate if the County deems appropriate, consistent with the disaster, and to assign the work in accordance with the provisions of this contract.

The Contractor shall agree to indemnify and hold harmless and pay on behalf of the County, for any liability and/or legal costs and attorney's fees incurred at the trial or administrative or on appeal, arising out of any claims and litigation related to the services provided, including any actions that may arise from allegations regarding determination of appropriateness or inappropriateness of care or any acts, errors or omissions related to the service provided.

PERMITS AND LICENSES

Permits and licenses of a temporary nature necessary for the provision of the services shall be secured for and paid for by Contractor unless otherwise stated by the County. The Contractor shall not be held responsible to secure permits or licenses if such requirements for which have or will be waived due to state or local declaration of an emergency or disaster.

SUB-CONTRACTING

The Contractor shall be fully responsible to County for acts and omission for its sub-contractors and of

persons directly or indirectly employed by them, as the Contractor is for the acts and omission of persons employed by it.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts giving the Contractor the same powers regarding terminating any subcontract that the County may exercise over the contractor under provisions of this contract. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the County. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the County upon issuance of a Notice to Proceed and shall update same on a bi-weekly basis after issuance of a Notice to Proceed.

The Contractor shall not use a subcontractor or material supplier to whom the County reasonably objects and shall make all reasonable attempts to subcontract with local firms currently doing business within the County or are located within the County. All subcontractors will operate in strict accordance with local, state and federal laws governing the type of work to be performed.

Contractor and any subcontractors are, and shall be, in the performance of all service under this contract, independent contractor and not employees agents or servants of the County. All persons engaged in any of the services performed hereunder shall, at all times and in all places be subject to Contractor's sole direction, supervision and control. Contractor shall exercise control over the means and manner in which its employees perform the services.

RIGHTS TO AUDIT

The Contractor may be subject to audit by federal, state and local agencies pursuant to this contract. The Contractor shall maintain adequate records to justify all charges, expenses and cost incurred in performing the services hereunder for at least three (3) years from the date of final payment. The County shall have access to such books, records, and documents for the purpose of inspection or audit during normal business hours at a place convenient and agreeable to the Contractor and the County.

RFP DUE DATE

The Sumter County Board of County Commissioners Sumter County, Florida will receive sealed proposals for Disaster Debris Hauling Services until August 28, 2008, at 10:00 AM at the Bushnell Annex building. Proposals should be addressed as follows for mail or hand delivery:

**BOARD OF SUMTER COUNTY COMMISSIONERS
910 NORTH MAIN STREET, SUITE #201
BUSHNELL, FLORIDA 33513**

All RFP's must be labeled and plainly marked on the outside of the envelope Attention Jessica Douglas, RFP No. RFP-114-0-2008/JD for Board of Sumter County Commissioners Disaster Debris Hauling Services, with Respondent's name, address and telephone number.

Proposals must be completed and signed, in ink, in spaces provided on the specified forms and must submit eight (8) copies or proposal will be subject to rejection.

PREPARED FOR SUMTER COUNTY BY GRUBBS EMERGENCY SERVICES, LLC (8-2008)

PROPOSED SCHEDULE FOR DEBRIS REMOVAL AND DISPOSAL SERVICES

All rates include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with equipment and personnel. I will adhere to the current FEMA reimbursement rates.

ITEM	DESCRIPTION OF SERVICES	COST	UNIT
1	Removing leaning trees and hanging limbs to include machinery and operator.	\$220.00	Hourly
2	Emergency road clearance including machinery and operator	\$186.00	Hourly
3	Removing debris from public property and rights-of-way and hauling to Temporary Debris Storage and Reduction Site 0-5 one way miles.	\$ 9.50	CY
4	Removing debris from public property and rights-of-way and hauling to Temporary Debris Storage and Reduction Site 6-10 one way miles.	\$ 9.50	CY
5	Chipping debris on public property and rights-of-way and hauling directly to Final Disposal Site 0-5 one-way miles.	\$16.00	CY
6	Chipping debris on public property and rights-of-way and hauling directly to Final Disposal Site 6-10 one way miles.	\$17.00	CY
7	Chipping debris at Temporary Debris Storage and Reduction Site based on cubic yards hauled in.	\$ 4.00	CY
8	Hauling chipped debris to Final Disposal Site, 0-5 one way miles based on cubic yards hauled in.	\$ 4.50	CY
9	Hauling of chipped debris to Final Disposal Site, 6-10 one way miles based on cubic yards hauled in.	\$ 5.50	CY
10	Picking up and hauling of non-burnable debris and C&D debris to Disposal Site, 0-5 one way miles.	\$ 9.50	CY
11	Picking up and hauling of non-burnable debris and C&D debris to Disposal Site, 6-10 one way miles.	\$ 9.50	CY
12	Picking up and hauling of non-burnable debris and C&D debris to Disposal Site, 11-15 one way miles.	\$11.00	CY
13	Picking up and hauling of non-burnable debris and C&D debris to Disposal Site, extra mileage charge for 16 miles and over one way miles.	.22/yd	Per Mile
14	Management of Temporary Debris Storage and Reduction Site based on cubic yards hauled in.	\$ 2.00	CY
15	Removing and hauling of stumps, 6 in Diameter to 11.99 in Diameter	\$ 9.50	CY
16	Removing and hauling of stumps, 12 in Diameter to 23.99 in Diameter	\$ 9.50	CY
17	Removing and hauling of stumps, 24 in Diameter to 47.99 in Diameter	\$ 9.50	CY
18	Removing and hauling of stumps, 48 in Diameter and greater	\$ 9.50	CY

Name of Contractor: _____ Phone # (352) 796-7177 Fax: (352) 797-7598

Signature _____

Name & Address of Company: Grubbs Emergency Services, LLC 1115 South Main Street

Name of Contractor: Grubbs Emergency Services, LLC Phone # (352) 796-7127 Fax # (352) 797-7598

Name & Address of Company: 1115 South Main Street, Brooksville, Florida 34601

NOTES:

Tipping fee at final disposal site will be the responsibility of the County.

For a multi-year contract, the prices shown above would be adjusted on the anniversary date of the contract, according to a percentage equal to the percent change in the consumer price index as published by the US Department of Labor, Bureau of Labor Statistics.

Dated this 13th day of August, 2008

The foregoing instrument was acknowledged before me this 25 of August, 2008, by Bill Gaston who is personally known to me or who has produced _____ as identification and who did take an oath.



My Commission Expires: 10/11/2012
JOANN G. PHILLIPS
 Notary Public, State of Ohio
 My Commission Expires

10/11/2012

Joann G. Phillips
 Signature of Notary Public

740-687-4701

PROPOSED SCHEDULE FOR DEBRIS HAULING SERVICES

All rates include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with equipment and personnel. I will adhere to the current FEMA reimbursement rates.

ITEM	DESCRIPTION OF SERVICES	COST	UNIT
1	Removing leaning trees and hanging limbs to include machinery and operator.	\$6.98	CY
2	Emergency road clearance including machinery and operator		Hour
3	Removing debris from public property and rights-of-way and hauling to Temporary Debris Storage and Reduction Site 0-5 one way miles.	\$6.48	CY
4	Removing debris from public property and rights-of-way and hauling to Temporary Debris Storage and Reduction Site 6-10 one way miles.	\$6.48	CY
5	Chipping debris on public property and rights-of-way and hauling directly to Final Disposal Site 0-5 one-way miles.	\$21.00	CY
6	Chipping debris on public property and rights-of-way and hauling directly to Final Disposal Site 6-10 one way miles.	\$21.00	CY
7	Chipping debris at Temporary Debris Storage and Reduction Site based on cubic yards hauled in.	\$1.50	CY
8	Hauling chipped debris to Final Disposal Site, 0-5 one way miles based on cubic yards hauled in.	.50cents	CY
9	Hauling of chipped debris to Final Disposal Site, 6-10 one way miles based on cubic yards hauled in.	.50cents	CY
10	Picking up and hauling of non-burnable debris and C&D debris to Disposal Site, 0-5 one way miles.	\$7.48	CY
11	Picking up and hauling of non-burnable debris and C&D debris to Disposal Site, 6-10 one way miles.	\$7.48	CY
12	Picking up and hauling of non-burnable debris and C&D debris to Disposal Site, 11-15 one way miles.	\$9.48	CY
13	Picking up and hauling of non-burnable debris and C&D debris to Disposal Site, extra mileage charge for 16 miles and over one way miles.	\$3.00	Per Mile
14	Management of Temporary Debris Storage and Reduction Site based on cubic yards hauled in.	\$1.25	CY

15	Removing and hauling of stumps, 6 in Diameter to 11.99 in Diameter	\$44.00	Stump
16	Removing and hauling of stumps, 12 in Diameter to 23.99 in Diameter	\$90.00	Stump
17	Removing and hauling of stumps, 24 in Diameter to 47.99 in Diameter	\$325.00	Stump
18	Removing and hauling of stumps, 48 in Diameter and greater	\$675.00	Stump

Name of Contractor:  Phone # (352) 378-9133 Fax: (352) 336-7429
Signature

Name & Address of Company: Wood Resource Recovery, LLC, 10606 State Road 121 N,
Gainesville, FL 32653

NOTES:

Tipping fee at final disposal site will be the responsibility of the County.

For a multi-year contract, the prices shown above would be adjusted on the anniversary date of the contract, according to a percentage equal to the percent change in the consumer price index as published by the US Department of Labor, Bureau of Labor Statistics.

Dated this 25 day of August, 2008