

**AGREEMENT BETWEEN ALACHUA COUNTY AND CROWDER-GULF JOINT VENTURE,  
INC. FOR ANNUAL DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES,  
NO. 14833**

This Agreement (“Agreement”) is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the “County”) and CROWDER-GULF JOINT VENTURE, INC., a Florida for Profit Corporation which is authorized to do business in the State of Florida (“Contractor”), who are collectively referred to as the “Parties”.

**WITNESSETH:**

**WHEREAS**, the County publicly issued Request for Proposal (RFP) 26-75 seeking qualified firms or individuals to provide Annual Disaster Debris Removal, Reduction and Disposal Services; and

**WHEREAS**, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

**WHEREAS**, the Contractor is willing to provide work and services to the County; and

**WHEREAS**, the County desires to engage Contractor to provide the work and services described herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope of Services/Work.** In accordance with the terms and conditions of this Agreement, Contractor agrees to provide and perform Annual Disaster Debris Removal, Reduction and Disposal Services, as more particularly described in the Scope of Services/Work attached hereto as **Exhibit “1”** and incorporated herein (“Services”) for and as needed by the County. It is understood that the Services may be modified, but to be effective and binding, any such modification must be in writing executed by both the Parties.
3. **Term.**
  - A. This Agreement is effective upon execution by both Parties (“effective date”) and continues through September 30, 2031, or until this Agreement is earlier terminated as provided herein. This Agreement may be amended at the option of the County for two (2) additional five (5) year term(s) at the same terms and conditions outlined herein.
  - B. In the event the County shall order work under this Agreement to commence under the terms of this Agreement which shall not be scheduled for completion under the Term of the Agreement set herein, then this Agreement shall remain in effect until the work assignment so ordered is completed or this Agreement is terminated as provided for herein.
4. **Closeout.** The Contractor’s obligation to the County shall not end until all closeout requirements are completed. Activities during the close-out period shall include, but are not limited to, making final payments, submitting final reimbursement request and final activity/accomplishment report to the County, disposing of project assets (including the return of all equipment, and receivable accounts to the County), and determining the custodianship of records. Agreement closeout is not considered final until the County is fully satisfied that project objectives have been met and the Contractor has submitted the Contract Closeout Checklist, attached hereto and incorporated herein as **Exhibit “2”**.
5. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:
  - A. Contractor is qualified to provide the Services and will maintain all certifications, permits and

licenses necessary to provide the Services during the term of this Agreement.

- B. Contractor will assure that all personnel who perform the Services, or perform any part of the Services, are competent, reliable, and experienced to perform their assigned task properly and satisfactory. Contractor will perform the Services with the skill and care which would be exercised by a qualified contractor performing similar services at the time and place such services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her/its own cost and expense, re-do the Services to correct the deficiency, and shall be responsible for any and all consequential damages arising from the deficiency.
- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed or constructed.
- D. Contractor will coordinate, cooperate, and work with any other contractors, professionals, and consultants retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining services of other contractors, professionals, and consultants for similar or same Services or from independently performing the Services provided under this Agreement on its own.

6. **Payment.**

A. The County will pay Contractor for timely and completed Services as described in this Agreement. The Parties agree that the amount to be paid to Contractor for the Services will not exceed \$25,000,000.00 **annually** (“NTE amount”). Payment will be in accordance with the Rate Schedule attached as **Exhibit “3”** and incorporated herein.

B. Market Surge Adjustment. In the event of a widespread disaster resulting in regional contractor demand, the unit prices set forth in this Contract for all (line items) eight table shall be subject to a Market Surge Adjustment, based on the following conditions:

- 1. If 25% to 49% of counties within the State of Florida are under an active FEMA Category A work assignment (as evidenced by publicly issued FEMA mission tasking orders), an increase of 10% shall be applied to all unit rates
- 2. If 50% to 74% of counties within the State of Florida are under an active FEMA Category A work assignment (as evidenced by publicly issued FEMA mission tasking orders), an increase of 30% shall be applied to all unit rates.
- 3. If 75% or more of counties within the State of Florida are under an active FEMA Category A work assignment (as evidenced by publicly issued FEMA mission tasking orders), an increase of 50% shall be applied to all unit rates.

B. As a condition precedent for any payment, Contractor must submit invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Service rendered, the date performed [*and time expended, if billed by hour*], and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall additionally reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services indicated have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the

amount invoiced, all obligations of the Contractor to others, including its subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Solid Waste & Resource Recovery  
5620 NW 120th Lane  
Gainesville, FL 32653

- C. County will make payment to Contractor of all sums properly invoiced under the provisions of this section in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes, and the County shall remit all payments to:

CROWDER-GULF JOINT VENTURE, INC.  
5629 Commerce Blvd E  
Mobile, AL 36619

- D. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- E. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- F. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor hereby agrees to cooperate with the County in order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Service and as specifically required by the Federal or State granting agency, and receiving no payment until all required forms are completed and submitted.

7. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any renewals, of the types and in the minimum amounts detailed in **Exhibit "4"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "4-A"**.

8. **County Property.** Contractor shall be responsible for clean-up and the removal of surplus materials and debris on the Service/work site. Contractor agrees to promptly, without delay, notify the County either by phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees, subcontractors, or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements, so as to prevent damages, injury or loss to persons and property. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence. The costs of any clean-up, spillage, and fines levied for failure to comply with these requirements will be borne solely by Contractor.

9. **Deliverables.** All project deliverables and documents are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

10. **Permits.** Contractor will obtain and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

11. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed pursuant to this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable to the Services, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "5"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$18.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$20.00 per hour without health benefits
--	--

If applicable to the Services under this Agreement and to Contractor, the failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes. Should this section be or become invalid or unenforceable during the term of this Agreement, then such will be severed from this Agreement, and this shall not affect the other sections and remaining terms and conditions of this Agreement.

12. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager or his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager or his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the

County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by Contractor. In the event of termination, Contractor's recovery against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

- C. Termination for Unavailability of Funding: If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager or his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if not date specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft.

13. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

14. **Damages for Breach.** In accordance with Florida Statutes, section 252.505, in the event of breach of this Agreement by the Contractor during an emergency recovery period, which is defined to be a one-year period that begins on the date the Governor initially declares a state of Emergency for a natural emergency, the Contractor shall pay the County a \$5,000 penalty and shall also pay the County's actual and consequential damages.

15. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

CROWDER-GULF JOINT VENTURE, INC.  
5629 Commerce Blvd E  
Mobile, AL 36619

To County:

Solid Waste & Resource Recovery  
5620 NW 120th Lane  
Gainesville, FL 32653  
gus@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts  
[acpur@alachuacounty.us](mailto:acpur@alachuacounty.us) Clerk of Court, Attn  
Finance & Accounting [dmw@alachuaclerk.org](mailto:dmw@alachuaclerk.org)

16. **Federal Contract Provisions.** While working for the County under the terms the Agreement Federal Funds may be used, the Contractor shall comply with required 2 CFR 200, Appendix II Federal Contract Provisions, **Exhibit “6”** attached to this Amendment, which is incorporated and made part of the Agreement

17. **Standard Clauses.**

A. **Public Records.** In accordance with §119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall, as required by Florida law:

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

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY’S PUBLIC RECORDS CUSTODIAN AT**

[publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us) OR (352) 264-6906 OR 12 SE 1<sup>ST</sup> STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of

Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>.

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to termination this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manually written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

T. Multiple Awards. The County may, at its sole discretion, enter into agreements with one or more vendors for similar or identical goods or services described herein. No vendor will have an exclusive right to provide any goods or services under this Agreement, unless expressly stated otherwise in writing. The County is not required to purchase any minimum quantity, nor is the County prohibited from obtaining comparable goods or services from other sources at any time.

U. Affidavit Of No Coercion.

- a. Section 787.06(13), Florida Statutes, requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion"

and "labor" are defined respectively in sections 787.06(2)(a) and 787.06(2)(e), Florida Statutes.

- b. The Contractor will comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Second Amendment as Exhibit 5. Pursuant to §787.06, Florida Statutes, Section 787.06(13), Florida Statutes requires any governmental entity, when executing, renewing, or extending a contract, must obtain an affidavit from the non-governmental entity attesting that it does not use coercion for labor or services. The terms "coercion" and "labor" are defined respectively in sections 787.06(2)(a) 1-72 and 787.06(2)(e)3, Florida Statutes. The Contractor comply with this statutory requirement by completing and executing the Affidavit of No Coercion for Pursuant to §787.06, Florida Statutes, a copy of which is attached to this Agreement as **Exhibit 7**.

**V. Contracting With Entities Of Foreign Countries Of Concern Prohibited.**

- a. Section 287.138, Florida Statutes, prohibits any governmental entity from contracting with entities if the contract provides the entity with access to an individual's personal identifying information and:
  - i. The entity is owned by the government of a foreign country of concern;
  - ii. b. The government of a foreign country of concern has a controlling interest in the entity; or
  - iii. c. The entity is organized under the laws of or has its principal place of business in a foreign country of concern.
- b. The statute identifies foreign countries of concern as: The People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic does not have a controlling interest in the Supplier.
- c. The Contractor will comply with this statutory requirement by completing and executing the Affidavit Regarding Foreign Country of Concern, a copy of which is attached to this Second Agreement as **Exhibit 8**.

**W. Signature Authority.** Contractor represents and warrants to the County that the undersigned is authorized to execute this Agreement on behalf of the Contractor.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed on the respective dates under each signature: the County, through the Chair of the Board of County Commissioners, who is authorized to sign and by Contractor, through its duly authorized representative.

**ALACHUA COUNTY, FLORIDA**

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

Charles Chestnut, IV, Chair  
Board of County Commissioners

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

**ATTEST**

**APPROVED AS TO FORM**

\_\_\_\_\_  
J.K. "Jess" Irby, Esq., Clerk  
(SEAL)

\_\_\_\_\_  
Alachua County Attorney's Office

**CONTRACTOR**

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

Print: \_\_\_\_\_

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

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

**IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.**

## **Exhibit 1: Scope of Services/Work**

1. **Purpose.** The Contractor shall provide Annual Disaster Debris Removal, Reduction and Disposal Services during natural or man-made disaster.
2. **Definition of Terms**
  - 2.1. C&D: Construction and Demolition Debris uncontaminated with other materials including pressure treated lumber.
  - 2.2. Class I Garbage: Class I solid waste as defined by the State of Florida's Department of Environmental Protection.
  - 2.3. "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency (FEMA). Eligible debris is that which after its clean up and removal:
    - 2.3.1. Eliminates immediate threats to life, public health and safety.
    - 2.3.2. Eliminates threats of significant damage to improved public or private property; and,
    - 2.3.3. Essential by its absence of ensuring economic recovery.
  - 2.4. FDOT: Florida Department of Transportation.
  - 2.5. FEMA means Federal Emergency Management Agency.
  - 2.6. "Passes/Sweeps" means the number of times a Contractor passes through a community or designated geographic area to collect all eligible disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community or designated geographic area.
  - 2.7. VIN: Vehicle Identification Number.
  - 2.8. Fleet Number: unique number assigned to a debris collection vehicle upon its registration as such.
  - 2.9. FS: Florida Statute.
  - 2.10. GIS: A system or tool or computer-based methodology to collect, store, manipulate, retrieve and analyze spatially (geo-referenced) data.
  - 2.11. GPS: Global Positioning System.
  - 2.12. MUTCD: Manual of Uniform Traffic Control Devices published by the United States Department of Transportation's Federal Highway Administration.
  - 2.13. ROE: Right-of-Entry; Private property made accessible to recovery crews through waivers, permissions, and/or agreements secured by Governmental Entity personnel.
  - 2.14. ROW: Right-of-Way.
  - 2.15. Valid Driver's License: official document issued by one of the 50 states of the United States of America which states that a person may operate a motorized vehicle.
  - 2.16. Tree Diameter. Measurement of a tree's diameter for the purpose of rate configuration as specified in Section VI of Attachment A shall be measured in accordance with the Diameter Breast Height standard of 4.5 feet from the ground. This shall be calculated by measuring the circumference of the tree at 4.5 feet above ground elevation and dividing the circumference by 3.14.
3. **General Requirements.** The Contractor will provide the following services, including but not limited to:
  - 3.1. Provide all trained labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the removal of the event debris as directed by the County. This task of the scope of service shall commence within the first twenty-four (+/-) hours after post-event mobilization.

- 3.2. At a minimum, Contractor's team shall consist of the following positions:
  - 3.2.1. Project Manager: primary point-of-contact to the County and contracted monitor of recovery effort and overall responsibility for all Contractor services and personnel.
  - 3.2.2. Operations Manager: responsible for field recovery operations.
  - 3.2.3. Operations Personnel: primary for collecting and disposing of event debris as directed by the Governmental Entity.
  - 3.2.4. All members of the Contractor's team shall have obtained the appropriate level of the Federal Emergency Management Agency's National Incident Management Certification and copies of all certifications shall be supplied to the County.
- 3.3. Responsible for scheduling all work for all their personnel on a daily basis.
- 3.4. Collect debris as assigned daily by the Governmental Entity and/or the contracted operations monitor.
- 3.5. Any FEMA reimbursements for eligible expenses normally due to the County that are denied by FEMA due to documented errors or omissions by the Contractor or for which the Contractor is responsible related to the debris removal process and any related operational or administrative functions will be reimbursed by Contractor to the County at the rate that FEMA would have reimbursed the Governmental Entity had such errors or omissions not occurred.
- 3.6. Should the Contractor fail to respond within the specified time frame Contractor shall be responsible for any increase in costs incurred by the County in securing services with the specified time frame from alternate Contractors.
- 3.7. Contractor shall receive copies of the operational reports for the duration of the recovery operations. Daily reports shall document the activities and progress from the previous day and shall be distributed at a daily briefing and to the designated County representative. Weekly reports shall document the review and validation of debris recovery contractors' load tickets; these reports shall be submitted to the designated County representative prior to submitting invoices for payment.
- 3.8. Contractor shall prepare a final report to be submitted to a distribution list as established by the Governmental Entity within 30 days of completion of the debris recovery operation. Electronic copies in a format acceptable to the Entity will be provided. At a minimum, the following information will be included in the final report:
  - 3.8.1. A summary and discussion of disaster response requirements and results.
  - 3.8.2. Copies of manifests, certificates, and related documents.
  - 3.8.3. Copies of all load tickets, logbooks, photographs.
  - 3.8.4. Copies of all correspondence, conversations and meeting notes.
- 3.9. As specified in section 200.318(j) of the Code of Federal Regulations, this contract shall have a ceiling price of six million (6,000,000) dollars per week. Contractor shall be responsible for all weekly expenses that exceed the ceiling amount.
- 3.10. The County Contract Manager shall be the Solid Waste and Resource Recovery Director or his/her designee. Each Government Entity will identify its' contract manager in agreement with Contractor

#### **4. Emergency Road Clearance**

- 4.1. Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the sizing, cutting, moving, staging and loading of debris from the primary transportation routes as identified by and directed by the Governmental Entity.

This task of the scope of service shall commence within the first twenty-four (24) hours after post-event mobilization. This task shall be accomplished consistent with basic safety procedures. All traffic control shall be in accordance with the requirements and standards of the latest edition of the Florida Department of Transportation's Design Standards for the Design, Construction, Maintenance and Utility Operations on the State Highway System and may only be performed by qualified personnel.

- 4.2. Disposal of resulting debris shall be done in accordance with further provisions of this contract at a time determined by the Governmental Entity.

## **5. Right-Of-Way Debris Management**

- 5.1. Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible\* disaster-generated debris, including hazardous and industrial waste materials, as directed by the Governmental Entity. Contractor shall also be responsible for coordinating with all utility Contractors whose facilities may inhibit the safe removal of debris. The Contractor shall also be responsible for the resolution of any claims made by the utility Contractor.
- 5.2. \*"Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency (FEMA). Eligible debris is that which after its clean up and removal:
  - 5.2.1. Eliminates immediate threats to life, public health and safety.
  - 5.2.2. Eliminates threats of significant damage to improved public or private property; and,
  - 5.2.3. Essential by its absence of ensuring economic recovery.
- 5.3. Governmental Entity and Contractor will tentatively plan the number of passes/sweeps\* for debris pick up following a complete assessment of the volume of disaster generated debris.
- 5.4. \*"Passes/Sweeps" means the number of times a Contractor passes through a community or designated geographic area to collect all eligible disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community or designated geographic area.
- 5.5. Governmental Entity will approve all designated temporary disposal sites for all or specific eligible disaster debris disposal.
- 5.6. The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all streets, roads, public, residential and commercial rights-of-way, including any other locally owned facility or site as may be directed by Governmental Entity. Services will only be performed when requested and as designated by the Governmental Entity.
  - 5.6.1. This task may consist of up to seven (7) types of debris:
    - 5.6.1.1. Clean Construction & Demolition (C&D)
    - 5.6.1.2. Clean Vegetation
    - 5.6.1.3. Contaminated Construction & Demolition (mixed vegetation and C&D)
    - 5.6.1.4. White Goods (i.e. refrigerators, stoves, and other appliances)
    - 5.6.1.5. Class I Garbage
    - 5.6.1.6. Class I Contaminated Construction & Demolition (mixed garbage and C&D)
    - 5.6.1.7. Contaminated Vegetation (mixed garbage and C&D)
  - 5.6.2. Task services shall include:

- 5.6.2.1. Picking up debris from right-of-way and transporting debris to the designated temporary disposal site.
- 5.6.2.2. Any other related duty as assigned by Governmental Entity.
- 5.6.3. Contractor(s) shall provide unit prices for the above services as follows:
  - 5.6.3.1. Per Ton/Per Cubic Yard pricing for pick up and transporting right-of-way debris to an assigned temporary disposal site.
  - 5.6.3.2. Disposal rates for Class I Garbage and contaminated materials shall be the actual tonnage as reported by the Alachua County Transfer Station or designated emergency scales.
- 5.6.4. Contractor shall be responsible for transporting collected white goods to the Alachua County Transfer Station or an assigned recycling vendor within Alachua County. Governmental Entity will reimburse Contractor as follows:
  - 5.6.4.1. One unit price for pick up and final disposal for each item at the Alachua County Transfer Station.
  - 5.6.4.2. One unit price for pick up and final disposal for each item at an assigned recycling vendor within Alachua County.
  - 5.6.4.3. Tipping fees at the current rates established by Alachua Governmental Entity shall be paid by the Contractor or their subcontractor. Governmental Entity and Contractor reserve the right to negotiate and adjust this unit price prior to services. Governmental Entity will not pay an administrative charge or other surcharge to Contractor for this line item.
  - 5.6.4.4. In instances where volume processed in a final sweep does not justify the use of a temporary disposal site, Governmental Entity may request pick up of right-of-way debris and transporting directly to the Alachua County Transfer Station or a regional lawful landfill as directed by the Governmental Entity.
  - 5.6.4.5. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

**6. Trees, Tree Stump and Tree Limb Removal**

- 6.1. Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the above service as directed by the Governmental Entity.
- 6.2. Contractor shall remove and transport eligible tree debris, tree stumps and tree limbs, as directed by the Governmental Entity, to a temporary disposal or processing site designated by the Governmental Entity.
  - 6.2.1. The County will authorize Contractor to provide these services as they may be required. Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.
  - 6.2.2. As directed by the County, Contractor shall cut and remove hanging or broken limbs.
  - 6.2.3. Contractor shall remove trees and stumps in an efficient and safe manner.
  - 6.2.4. Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the temporary disposal or processing site designated by the County. The Contractor shall be responsible for the proper restoration, as determined by the County, of the area from which the tree was removed.

- 6.3. If required, Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 6.4. As directed by the County, Contractor shall remove trees and stumps, if authorized by the County, which has been determined by the Governmental Entity to be a threat to the health and safety of the public. Contractor shall remove trees and stumps in an efficient and safe manner. Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities but the Governmental Entity does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the removal of trees and stumps will be placed on the right-of-way and collected as part of the right-of-way debris management program.

## **7. Demolition of Structures**

- 7.1. Contractor shall be responsible for providing all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute and complete the above services as directed by the Governmental Entity.
- 7.2. County will secure all necessary permissions, waivers and Right-Of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.
- 7.3. If required, Contractor shall be capable of executing services for this task of the scope of the service within the first ninety-six (+/-) hours after disaster event.

## **8. Debris Management Requirements**

### **8.1. Multiple Passes/Sweeps**

- 8.1.1. Contractor shall make scheduled and/or on request by Governmental Entity passes of each area impacted by the disaster event at the direction of the Governmental Entity. The Governmental Entity shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the right-of-way by the citizens and the Governmental Entity.

### **8.2. Operation Of Equipment**

- 8.2.1. Contractor and his subcontractors shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition and meet all Florida Department of Transportation requirements. All trailers must have metal frames; all trailers sides may not exceed metal framing by 18 inches or more; all trailers must have a rear enclosing gate covering a minimum of 75% of the total trailer height. All loading equipment shall be operated from the road, street or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed behind the curb or outside of the public right-of-way unless otherwise directed by the Governmental Entity. Should operation of equipment be required outside of the public right-of-way, the Governmental Entity will provide a Right-Of-Entry Agreement. Contractor shall ensure that every vehicle is capable of unloading its cargo at the temporary debris disposal sites without assistance from others. Vehicles unable to unload without assistance will not be authorized to haul debris.

### **8.3. Certification Of Load Carrying Capacity**

- 8.3.1. Contractor shall submit to the Governmental Entity a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, measured

maximum volume in cubic yards of the load bed of each piece of equipment, measured maximum hauling capacity in tons of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the Governmental Entity and Contractor representatives. The tare weight of each piece of equipment shall be confirmed by the Governmental Entity and Contractor representatives when said piece of equipment is weighed unloaded at an authorized temporary debris disposal site with the fuel tank at 50% capacity. A standard measurement form certifying actual physical measurements and weights of each piece of equipment shall be an attachment to the certified reports submitted to the Governmental Entity.

#### **8.4. Security Of Debris During Hauling**

8.4.1. Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secured and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor shall survey the primary routes used by the Contractor as soon as possible after the transport and recover fallen or blown debris from the roadway(s).

#### **8.5. Traffic Control**

8.5.1. Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation's Federal Highway Administration's Manual of Uniform Traffic Control Devices (MUTCD). Contractor shall provide sufficient signing, flashing and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

**Exhibit 2: Closeout**

*Contract Closeout occurs when all obligations are met and all legal, administrative, and managerial tasks are executed.*

**Contract No. 14801 – #14801 Agreement between Alachua County and \_\_\_\_\_ for Debris Collection**

*Complete all applicable items.*

<b>ACTION/ITEM</b>	<b>Date Completed (by Vendor)</b>	<b>Vendor (initials)</b>	<b>County (initials)</b>
<b>General Requirements (Should be required on most Contracts)</b>			
All contractual obligations are completed <i>(include list of exceptions as an attachment)</i>			
All invoices, except for the final, are submitted and paid			
All testing reports have been received and analyzed			
Final amount paid via this Contract			
Parties agree that no claims, issues, or unresolved matters exist on the contract			
<b>Contract Specific Requirements (All may not apply)</b>			
All inspections are completed and accepted			
Any County-furnished property is returned			
The contractor has closed any subcontracts that may exist			
All sub-contractor(s) have been paid in full <i>(include a table of sub-contractor(s) names with total amounts paid to each as an attachment)</i>			
Any access or security badges and keys are returned and are accounted for			
All warranties, training material, or other final deliverables are obtained			
All Bond requirements have been met			
Certificates of substantial completion or final completion are obtained			
Other administrative or contractual requirements are met <i>(include list of items as an attachment)</i>			

**CONTRACT ADMINISTRATOR APPROVAL TO CLOSEOUT CONTRACT**

\_\_\_\_\_  
Vendor/Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Department Administrator Signature

\_\_\_\_\_  
Date

**Exhibit 3: Rate Schedule**  
**Vegetative Debris**

Line Item	Description	Unit of Measure	Price Per Cubic Yard	Price per Ton	Unit Cost
<b>I- Vegetative Debris A 1- Pick up debris from curbside and haul to designated DDMS</b>					
1	0-15 miles	Cubic Yard/Ton	8.85	88	\$8.85
2	16-30 miles	Cubic Yard/Ton	9.85	98	\$9.85
3	31-60 miles	Cubic Yard/Ton	10.85	108	\$10.85
4	61-90 miles	Cubic Yard/Ton	12	120	\$12.00
5	91-120 miles	Cubic Yard/Ton	14	140	\$14.00
<b>I- Vegetative Debris A 2- Pick up debris from Right of Entry Personal property and haul to designated DDMS</b>					
6	0-15 miles	Cubic Yard/Ton	14	140	\$14.00
7	16-30 miles	Cubic Yard/Ton	16	160	\$16.00
8	31-60 miles	Cubic Yard/Ton	18	180	\$18.00
9	61-90 miles	Cubic Yard/Ton	20	200	\$20.00
10	91-120 miles	Cubic Yard/Ton	24	240	\$24.00
<b>I- Vegetative Debris A B. Reduction by chipping and grinding 1- Reduction by chipping and grinding and site management (based on incoming yardage/tonnage)</b>					
11	Reduction by chipping and grinding and site management (based on incoming yardage/tonnage)	Cubic Yard/Ton	4.25	42	\$4.25

<b>I- Vegetative Debris A B. Reduction by chipping and grinding 2- Loading and transportation of mulch to final disposal site within Alachua County (based on reduced material outgoing for final disposal)</b>					
12	0-15 miles	Cubic Yard/Ton	4	40	\$4.00
13	16-30 miles	Cubic Yard/Ton	5.5	55	\$5.50
14	31-60 miles	Cubic Yard/Ton	6.5	65	\$6.50
<b>I- Vegetative Debris A B. Reduction by chipping and grinding 3- Loading and transportation of mulch to final disposal site outside Alachua County (based on reduced material outgoing for final disposal)</b>					
15	Loading and transportation of mulch to final disposal site outside Alachua County (based on reduced material outgoing for final disposal)	Cubic Yard/Ton	9	90	\$9.00
<b>I- Vegetative Debris A C. Reduction by incineration</b>					
16	1- Reduction by incineration and site management (based on incoming yardage)	Cubic Yard/Ton	3.5	35	\$3.50
<b>I- Vegetative Debris A C. Reduction by incineration 2- Loading and transportation of ash to final disposal site within Alachua County (based on reduced material outgoing for final disposal)</b>					
17	0-15 miles	Cubic Yard/Ton	6	40	\$6.00
18	16-30 miles	Cubic Yard/Ton	8.5	50	\$8.50

19	31-60 miles	Cubic Yard/Ton	10.5	60	\$10.50
<b>I- Vegetative Debris A C. Reduction by incineration 3- Loading and transportation of ash to final disposal site outside Alachua County (based on reduced material outgoing for final disposal)</b>					
20	0-15 miles	Cubic Yard/Ton	6	40	\$6.00
21	16-30 miles	Cubic Yard/Ton	8.5	50	\$8.50
22	31-60 miles	Cubic Yard/Ton	10.5	60	\$10.50
23	61-90 miles	Cubic Yard/Ton	16	85	\$16.00
24	91-120 miles	Cubic Yard/Ton	24	150	\$24.00

**Clean C&D**

Line Item	Description	Unit of Measure	Price Per Cubic Yard	Price per Ton	Unit Cost
<b>1- Pick up clean C&amp;D from curbside and haul to designated DDMS site</b>					
1	0-15 miles	Miles	8.85	88	\$8.85
2	16-30 miles	Miles	9.85	98	\$9.85
3	31-30 miles	Miles	10.85	108	\$10.85
4	61-90 miles	Miles	12	120	\$12.00
5	91-120 miles	Miles	14	140	\$14.00
<b>B- Reduction by chipping and grinding</b>					
6	1- Reduction of clean C&D by chipping and grinding and site management	Cubic Yard/Ton	4.5	45	\$4.50
<b>2- Loading and transportation of ground clean C&amp;D to final disposal site within Alachua County</b>					
7	0-15 miles	Miles	4.5	45	\$4.50
8	16-30 miles	Miles	6.5	65	\$6.50
9	31-60 miles	Miles	8.5	85	\$8.50

<b>3- Loading and transportation of ground clean C&amp;D to final disposal site outside Alachua County</b>					
10	3- Loading and transportation of ground clean C&D to final disposal site outside Alachua County	Mile	9.5	95	\$9.50

**White Goods**

<b>Line Item</b>	<b>Description</b>	<b>Unit of Measure</b>	<b>Unit Cost</b>
1	1- Pickup of white goods and transportation to the designated DDMS site	Each	\$40.00
2	2- Pickup of white goods and transportation to the Alachua County transfer station for final disposal by the county	Each	\$40.00
<b>3- Pickup of white goods and transportation to a designated white good site outside of Alachua County</b>			
3	0-15 miles/ each	Each	\$50.00
4	16-30 miles/each	Each	\$55.00
5	31-60 miles/each	Each	\$65.00
6	61-90 miles/each	Each	\$75.00
7	91-120 miles/each	Each	\$95.00

8	4- Refrigerant recovery- remove and recover refrigerant from any white goods, such as refrigerators, freezers, or air conditioners, at a designated site or final disposal in accordance with all federal, state local rules, and regulations. (Per Unit)	Unit	\$40.00
---	---	------	---------

**Demolition**

Line Item	Description	Unit of Measure	Unit Cost
1	A- single story-frame structure, demolish and secure, site only (per square foot)	Square Foot	\$6.50
2	B- two story-frame structure, demolish and secure, site only (per square foot)	Square Foot	\$7.50
3	C- single story-block structure, demolish and secure, site only (per square foot)	Square Foot	\$9.00
4	D- two story-block structure, demolish and secure, site only (per square foot)	Square Foot	\$10.00
5	E- additional stories, 3 stories and above, demolish and secure, site only (per square foot)	Square Foot	\$12.00

**Tree and Stump Removal**

Line Item	Description	Unit of Measure	Unit Cost
-----------	-------------	-----------------	-----------

<b>A- storm damaged tree removal by diameter class. Locations with trees that can only be brought down via the "climbing method" over structures. Homes, buildings, utilities or public right of way (ROW). Contractor will remove identified trees that must be brought down using the climbing method, which can only be accomplished using the cut and drop method. Trees must be climbed and the fall area will allow for the cut and drop method</b>			
1	6"> to 12" diameter	Diameter	\$250.00
2	12" to 23" diameter	Diameter	\$600.00
3	24" to 48" diameter	Diameter	\$800.00
4	48" and up diameter	Diameter	\$1,200.00
<b>B- storm damaged tree removal by diameter class. Contractor will remove trees that can only be accessed via "mechanized equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders, etc.)</b>			
5	6"> to 12" diameter	Diameter	\$150.00
6	12" to 23" diameter	Diameter	\$250.00
7	24" to 48" diameter	Diameter	\$350.00
8	48" and up diameter	Diameter	\$450.00
<b>C- storm damaged tree removal by diameter class. Trees that are uprooted and felled in open areas with easy access or are fallen on already damaged structures. Price includes removal of tree and removal of debris to the curbside.</b>			
9	6"> to 12" diameter	Diameter	\$150.00
10	12" to 23" diameter	Diameter	\$250.00

11	24" to 48" diameter	Diameter	\$350.00
12	48" and up diameter	Diameter	\$450.00
<b>D- storm damaged tree removal by diameter class. Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure. Prices include flush cutting stump even with ground and removal of debris to the curb</b>			
13	6"> to 12" diameter	Diameter	\$450.00
14	12" to 23" diameter	Diameter	\$800.00
15	24" to 48" diameter	Diameter	\$1,200.00
16	48" and up diameter	Diameter	\$1,800.00
<b>E- storm damaged tree removal by diameter class. Trees broken in two parts or snapped in half with crown previously removed with a minimum of 10 foot of trunk still attached. Price included flush cutting stump even with ground and removal of trunk sections to the curb.</b>			
17	6"> to 12" diameter	Diameter	\$150.00
18	12" to 23" diameter	Diameter	\$250.00
19	24" to 48" diameter	Diameter	\$350.00
20	48" and up diameter	Diameter	\$450.00
<b>F- Storm damaged tree removal by diameter class. Trees that meet the above criteria but require "specialized equipment" (i.e. use of cranes to stabilize trees during removal)</b>			
21	6"> to 12" diameter	Diameter	\$450.00
22	12" to 23" diameter	Diameter	\$800.00
23	24" to 48" diameter	Diameter	\$1,200.00
24	48" and up diameter	Diameter	\$1,800.00

<b>G- storm damage incidental trimming to remove storm damaged and hazardous broken and hanging limbs no less than 2" in diameter</b>			
25	6"> to 12" diameter	Diameter	\$150.00
26	12" to 23" diameter	Diameter	\$250.00
27	24" to 48" diameter	Diameter	\$350.00
28	48" and up diameter	Diameter	\$450.00
<b>H- storm damage removal of uprooted stumps related to storm damage</b>			
29	6"> to 12" diameter	Diameter	\$90.00
30	12" to 23" diameter	Diameter	\$150.00
31	24" to 48" diameter	Diameter	\$300.00
32	48" and up diameter	Diameter	\$450.00
<b>I- storm damage placement of fill after removal of uprooted stumps related to storm damage</b>			
33	per cubic yard	Cubic Yard	\$24.00
<b>J- storm damage removal of palm trees</b>			
34	Storm damage removal of palm trees - Each	Each	\$150.00
<b>K- storm damage removal of fallen wooden light or utility poles (with all wires already removed)</b>			
35	Storm damage removal of fallen wooden light or utility poles (with all wires already removed)	Each	\$600.00

**Hourly Rate Fee Schedule Equipment**

Line Item	Description	Unit of Measure	Daily	Weekly	Unit Cost
-----------	-------------	-----------------	-------	--------	-----------

1	Aerial lift, self-propelled max. platform height 37ft to 15 articulated	each	450	2250	\$45.00
2	Aerial lift, self-propelled max. platform height 37ft to 15 telescoping	each	450	2250	\$45.00
3	Aerial lift, self-propelled max. platform height 37ft to 15 scissor	each	450	2250	\$45.00
4	Aerial lift, self-propelled max. platform height 60ft to 30 articulated	each	550	2750	\$55.00
5	Aerial lift, self-propelled max. platform height 60ft to 30 telescoping	each	550	2750	\$55.00
6	Aerial lift, self-propelled max. platform height 60ft to 30 scissor	each	550	2750	\$55.00
7	Aerial lift, self-propelled max. platform height 70ft to 50 articulated	each	650	3250	\$65.00
8	Aerial lift, self-propelled max. platform height 70ft to 50 telescoping	each	650	3250	\$65.00

9	Aerial lift, self-propelled max. platform height 70ft to 50 scissor	each	650	3250	\$65.00
10	Aerial lift, self-propelled max. platform height 125ft to 85 articulated	each	950	4750	\$95.00
11	Aerial lift, self-propelled max. platform height 125ft to 85 telescoping	each	950	4750	\$95.00
12	Aerial lift, self-propelled max. platform height 125ft to 85 scissor	each	950	4750	\$95.00
13	Aerial lift, self-propelled max. platform height 150ft to 130 articulated	each	1250	6250	\$125.00
14	Aerial lift, self-propelled max. platform height 150ft to 130 telescoping	each	1250	6250	\$125.00
15	Aerial lift, self-propelled max. platform height 150ft to 130	each	1250	6250	\$125.00
16	Aerial lift, truck mounted max. platform height 25ft articulated	each	900	4500	\$90.00
17	Aerial lift, truck mounted max. platform height 25ft telescoping	each	900	4500	\$90.00

18	Aerial lift, truck mounted max. platform height 50ft articulated	each	900	4500	\$90.00
19	Aerial lift, truck mounted max. platform height 50ft telescoping	each	1400	7000	\$140.00
20	Aerial lift, truck mounted max. platform height 75ft articulated	each	1400	7000	\$140.00
21	Aerial lift, truck mounted max. platform height 75ft telescoping	each	1400	7000	\$140.00
22	Aerial lift, truck mounted max. platform height 100ft articulated	each	1650	8250	\$165.00
23	Aerial lift, truck mounted max. platform height 100ft telescoping	each	1650	8250	\$165.00
24	Air compressor air delivery 41cfm to 10 hoses incl.	each	450	2250	\$45.00
25	Air compressor air delivery 103cfm to 30 hoses incl.	each	650	3250	\$65.00
26	Air compressor air delivery 130cfm to 50 hoses incl.	each	850	4250	\$85.00
27	Air compressor air delivery 175cfm to 90 hoses incl.	each	950	4750	\$95.00

28	Air compressor air delivery 400cf to 145 hoses incl.	each	1000	5000	\$100.00
29	Air compressor air delivery 575cfm to 230 hoses incl.	each	1000	5000	\$100.00
30	Air compressor air delivery 1100cfm to 355 hoses incl.	each	1200	6000	\$120.00
31	Air compressor air delivery 1600cfm to 500 hoses incl.	each	1300	6500	\$130.00
32	Air curtain burner to 50 in ground	each	1200	6000	\$120.00
33	Air curtain burner to 75 in ground	each	1600	8000	\$160.00
34	Air curtain burner to 100 in ground	each	1800	9000	\$180.00
35	Air curtain burner to 50 above ground	each	1200	6000	\$120.00
36	Air curtain burner to 75 above ground	each	1600	8000	\$160.00
37	Air curtain burner to 100 above ground	each	1800	9000	\$180.00

38	Auger, portable hole diameter 16 in to 6	each	250	1250	\$25.00
39	Auger, portable hole diameter 18 in to 13	each	350	1750	\$35.00
40	Auger, Tractor mounted max. auger dia 36 in to 13 incl. digger boom and mounting hardware	each	500	2500	\$50.00
41	Auger, Tractor mounted max. auger size 24 in to 100 guardrail post driver	each	700	3500	\$70.00
42	Board, arrow to 8 trailer mount	each	950	4750	\$95.00
43	Board, message to 5 trailer mount	each	950	4750	\$95.00
44	Breaker, pavement to 70	each	600	3000	\$60.00
45	Breaker, pavement to 105	each	800	4000	\$80.00
46	Breaker, pavement to 137	each	900	4500	\$90.00
47	Broom, pavement broom length 72in to 20	each	900	4500	\$90.00
48	Broom, pavement broom length 84in to 45	each	1100	5500	\$110.00

49	Broom, pavement broom length 96in to 100	each	1250	6250	\$125.00
50	Broom, pavement mounted broom length 72in to 18	each	900	4500	\$90.00
51	Broom, pavement pull broom length 84in to 20	each	1100	5500	\$110.00
52	Bucket, clamshell capacity 1.0cy incl. teeth	each	800	4000	\$80.00
53	Bucket, clamshell capacity 2.5cy incl. teeth	each	900	4500	\$90.00
54	Bucket, clamshell capacity 5.0cy incl. teeth	each	1200	6000	\$120.00
55	Bucket, clamshell capacity 7.5cy incl. teeth	each	1800	9000	\$180.00
56	Bucket, dragline capacity 2.0cy	each	1500	7500	\$150.00
57	Bucket, dragline capacity 5.0cy	each	1800	9000	\$180.00
58	Bucket, dragline capacity 10cy	each	2200	11000	\$220.00

59	Bucket, dragline capacity 14cy	each	2600	13000	\$260.00
60	Chain saw bar length 16in	each	150	750	\$15.00
61	Chain saw bar length 25in	each	250	1250	\$25.00
62	Chain saw, pole bar size 18in	each	150	750	\$15.00
63	Chipper, brush chipping cap. 6in to 35 trailer mount	each	900	4500	\$90.00
64	Chipper, brush chipping cap. 12in to 65 trailer mount	each	1250	6250	\$125.00
65	chipper, brush chipping cap. 16in to 100 trailer mount	each	1550	7750	\$155.00
66	chipper, brush chipping cap. 18in to 125 trailer mount	each	1850	9250	\$185.00
67	chipper, brush chipping cap. 18in to 200 trailer mount	each	1850	9250	\$185.00
68	chipper, brush chipping cap. 19in to 300 trailer mount	each	2250	11250	\$225.00
69	chipper, brush chipping cap. 19in to 450 trailer mount	each	2250	11250	\$225.00
70	chipper, brush to 650 trailer mount	each	2250	11250	\$225.00

71	clamshell & dragline to 100 bucket not incl	each	1500	7500	\$150.00
72	clamshell & dragline to 155 bucket not incl	each	1800	9000	\$180.00
73	clamshell & dragline to 235 bucket not incl	each	1900	9500	\$190.00
74	clamshell & dragline to 350 bucket not incl	each	2250	11250	\$225.00
75	clamshell & dragline to 530 bucket not incl	each	2350	11750	\$235.00
76	clamshell & dragline to 800 bucket not incl	each	2600	13000	\$260.00
77	cleaner, sewer/catch basin hopper cap. 5 cy truck mount	each	2400	12000	\$240.00
78	cleaner, sewer/catch basin hopper cap. 14 cy truck mount	each	3150	1570	\$315.00
79	compactor to 10	each	900	4500	\$90.00
80	compactor to 45	each	1100	5500	\$110.00
81	compactor to 75	each	1250	6250	\$125.00
82	compactor to 150	each	1450	7250	\$145.00

83	compactor to 235	each	1550	7750	\$155.00
84	compactor to 335	each	1650	8250	\$165.00
85	compactor to 535	each	1850	9250	\$185.00
86	compactor, towed to 15	each	400	2000	\$40.00
87	compactor, towed to 50	each	500	2500	\$50.00
88	compactor, towed to 100	each	600	3000	\$60.00
89	crane max lift 8 mt to 80	each	1400	7000	\$140.00
90	crane max lift 15 mt to 150	each	1600	8000	\$160.00
91	crane max lift 27 mt to 200	each	2000	10000	\$200.00
92	crane max lift 45 mt to 300	each	3000	15000	\$300.00
93	crane max lift 70 mt to 350	each	3500	17500	\$350.00
94	crane max lift 110 mt to 450	each	4500	22500	\$450.00
95	crane, truck mount max lift 17600lbs	each	1500	7500	\$150.00
96	crane, truck mount max lift 33000lbs	each	1700	8500	\$170.00

97	crane, truck mount max lift 60000lbs	each	2200	11000	\$220.00
98	crane, truck mount max lift 120000lbs	each	2800	14000	\$280.00
99	cutter, brush cutter size 8ft to 150	each	1950	9750	\$195.00
101	cutter, brush cutter size 8ft to 190	each	2000	10000	\$200.00
102	cutter, brush cutter size 10ft to 245	each	2100	10500	\$210.00
103	distributor, asphalt tank cap 500 gal truck mount incl. burners insulated tank circul. Spray bar	each	1800	9000	\$180.00
104	distributor, asphalt tank cap 1000 gal truck mount incl. burners insulated tank circul. Spray bar	each	1800	9000	\$180.00
105	dozer, crawler, to 65	each	1600	8000	\$160.00
106	dozer, crawler, to 105	each	1700	8500	\$170.00
107	dozer, crawler, to 160	each	1800	9000	\$180.00
108	dozer, crawler, to 245	each	1900	9500	\$190.00
109	dozer, crawler, to 375	each	2000	10000	\$200.00
110	dozer, crawler, to 565	each	2250	11250	\$225.00
111	dozer, crawler, to 850	each	2250	11250	\$225.00
112	dozer, wheel, to 260	each	1600	8000	\$160.00
113	dozer, wheel, to 335	each	1700	8500	\$170.00
114	dozer, wheel, to 445	each	1800	9000	\$180.00
115	dozer, wheel, to 615	each	1900	9500	\$190.00

116	Excavator, hydraulic bucket cap 0.5cy to 45 crawler, truck & wheel incl. bucket	each	1450	7250	\$145.00
117	Excavator, hydraulic bucket cap 1.0cy to 90 crawler, truck & wheel incl. bucket	each	1550	7750	\$155.00
118	Excavator, hydraulic bucket cap 1.5cy to 160 crawler, truck & wheel incl. bucket	each	1650	8250	\$165.00
119	Excavator, hydraulic bucket cap 2.5cy to 265 crawler, truck & wheel incl. bucket	each	1750	8750	\$175.00
120	Excavator, hydraulic bucket cap 4.5cy to 420 crawler, truck & wheel incl. bucket	each	1850	9250	\$185.00
121	Excavator, hydraulic bucket cap 12cy to 1000 crawler, truck & wheel incl. bucket	each	2200	11000	\$220.00
122	Fork lift capacity 6000lbs to 60	each	950	4750	\$95.00
123	Fork lift capacity 12000lbs to 90	each	1350	6750	\$135.00
124	Fork lift capacity 18000lbs to 140	each	1650	8250	\$165.00
125	Fork lift capacity 50000lbs to 215	each	1850	9250	\$185.00
126	Generator prime output 5.5kw to 10	each	250	1250	\$25.00
127	Generator prime output 16kw to 25	each	350	1750	\$35.00
128	Generator prime output 43kw to 65	each	500	2500	\$50.00

129	Generator prime output 85kw to 125	each	1250	6250	\$125.00
130	Generator prime output 140kw to 200	each	3000	15000	\$300.00
131	Generator prime output 210kw to 300	each	4000	20000	\$400.00
132	Generator prime output 280kw to 400	each	6000	30000	\$600.00
133	Generator prime output 350kw to 500	each	8000	40000	\$800.00
134	Generator prime output 530kw to 750	each	9500	47500	\$950.00
135	Generator prime output 710kw to 1000	each	12500	62500	\$1,250.00
136	Generator prime output 1100kw to 1500	each	15000	75000	\$1,500.00
137	Generator prime output 1500kw to 2000	each	17000	85000	\$1,700.00
138	Generator prime output 1900kw to 2500	each	22000	110000	\$2,200.00
139	Generator prime output 2400kw to 3000	each	28000	140000	\$2,800.00
140	Golf cart capacity 2 person	each	100	500	\$10.00
141	Graders Moldboard Size 8ft to 50 incl. rigid and articulate eq.	each	1250	6250	\$125.00
142	Graders Moldboard Size 10ft to 100 incl. rigid and articulate eq.	each	1500	7500	\$150.00
143	Graders Moldboard Size 12ft to 150 incl. rigid and articulate eq.	each	1600	8000	\$160.00
144	Graders Moldboard Size 14ft to 225 incl. rigid and articulate eq.	each	1800	9000	\$180.00

145	Hose, discharge diameter 3in per 25 ft length incl. couplings	each	950	4750	\$95.00
146	Hose, discharge diameter 4in per 25 ft length incl. couplings	each	1150	5750	\$115.00
147	Hose, discharge diameter 6in per 25 ft length incl. couplings	each	1350	6750	\$135.00
148	Hose, discharge diameter 8in per 25 ft length incl. couplings	each	1600	8000	\$160.00
149	Hose, discharge diameter 12in per 25 ft length incl. couplings	each	2250	11250	\$225.00
150	Hose, discharge diameter 16in per 25 ft length incl. couplings	each	3000	15000	\$300.00
151	Hose, suction diameter 3in per 25 ft length incl. couplings	each	50	250	\$5.00
152	Hose, suction diameter 4in per 25 ft length incl. couplings	each	50	250	\$5.00
153	Hose, suction diameter 6in per 25 ft length incl. couplings	each	50	250	\$5.00
154	Hose, suction diameter 8in per 25 ft length incl. couplings	each	100	500	\$10.00
155	Hose, suction diameter 12in per 25 ft length incl. couplings	each	150	750	\$15.00
156	Hose, suction diameter 16in per 25 ft length incl. couplings	each	150	750	\$15.00
157	jackhammer (dry) wgt class 25-45 lbs	each	200	1000	\$20.00
158	Jackhammer (wet) wgt class 30-55 lbs	each	200	1000	\$20.00
159	Loader, crawler bucket cap 0.5cy to 32 inc. bucket	each	1000	5000	\$100.00

160	Loader, crawler bucket cap 1cy to 60 inc. bucket	each	1200	6000	\$120.00
161	Loader, crawler bucket cap 2cy to 118 inc. bucket	each	1300	6500	\$130.00
162	Loader, crawler bucket cap 3cy to 178 inc. bucket	each	1400	7000	\$140.00
163	Loader, crawler bucket cap 4cy to 238 inc. bucket	each	1500	7500	\$150.00
164	Loader, crawler bucket cap 5cy to 300 inc. bucket	each	1600	8000	\$160.00
165	Loader, skid-steer operating cap 1000lbs to 35	each	1250	6250	\$125.00
166	Loader, skid-steer operating cap 2000lbs to 65	each	1250	6250	\$125.00
167	Loader, skid-steer operating cap 3000lbs to 85	each	1250	6250	\$125.00
168	Loader, skid-steer operating cap 4000lbs to 94	each	1250	6250	\$125.00
169	Loader, tractor, wheel to 81	each	1250	6250	\$125.00
170	Loader, wheel bucket cap 0.5cy to 38	each	1350	6750	\$135.00
171	Loader, wheel bucket cap 1cy to 60	each	1450	7250	\$145.00
172	Loader, wheel bucket cap 2cy to 105	each	1550	7750	\$155.00
173	Loader, wheel bucket cap 3cy to 152	each	1650	8250	\$165.00
174	Loader, wheel bucket cap 4cy to 200	each	1750	8750	\$175.00
175	Loader, wheel bucket cap 5cy to 250	each	1850	9250	\$185.00

176	Loader, wheel bucket cap 6cy to 305	each	1950	9750	\$195.00
177	Loader, wheel bucket cap 7cy to 360	each	2050	10250	\$205.00
178	Loader, wheel bucket cap 8cy to 415	each	2150	10750	\$215.00
179	Loader, wheel bucket cap 9cy to 470	each	2250	11250	\$225.00
180	Loader, wheel bucket cap 10cy to 530	each	2350	11750	\$235.00
181	Loader-Backhoe, wheel loader bucket c 0.5cy to 40 all buckets inc	each	1000	5000	\$100.00
182	Loader-Backhoe, wheel loader bucket c 1cy to 70 all buckets inc	each	1050	5250	\$105.00
183	Loader-Backhoe, wheel loader bucket c 1.5cy to 95 all buckets inc	each	1100	5500	\$110.00
184	Loader-Backhoe, wheel loader bucket c 1.75cy to 115 all buckets inc	each	1150	5750	\$115.00
185	Mixer, concrete portable batching cap 10 cft	each	1600	8000	\$160.00
186	Mixer, concrete portable batching cap 16 cft	each	1800	9000	\$180.00
187	Mixer, concrete trailer m batching cap 11 cft to 10	each	2200	11000	\$220.00
188	Mixer, concrete trailer m batching cap 16 cft to 25	each	2450	12250	\$245.00
189	Motocycle, police	each	550	2750	\$55.00
190	mulcher, trailer mntd working cap 7 tph to 35		1250	6250	\$125.00

191	mulcher, trailer mntd working cap 10 tph to 55	each	1500	7500	\$150.00
192	mulcher, trailer mntd working cap 20 tph to 120	each	2250	11250	\$225.00
193	paver, asphalt to 50 inc. wheel and crawler equip	each	1600	8000	\$160.00
194	paver, asphalt to 75 inc. wheel and crawler equip	each	1800	9000	\$180.00
195	paver, asphalt to 125 inc. wheel and crawler equip	each	1900	9500	\$190.00
196	paver, asphalt to 175 inc. wheel and crawler equip	each	2000	10000	\$200.00
197	paver, asphalt to 250 inc. wheel and crawler equip	each	2000	10000	\$200.00
198	pick-up, asphalt to 110	each	200	1000	\$20.00
199	pick-up, asphalt to 150	each	250	1250	\$25.00
200	pick-up, asphalt to 200	each	300	1500	\$30.00
201	pick-up, asphalt to 275	each	350	1750	\$35.00
202	Plow, cable plow depth 18 in to 30	each	950	4750	\$95.00
203	Plow, cable plow depth 36 in to 45	each	1050	5250	\$105.00
204	Plow, cable plow depth 48 in to 110	each	1150	5750	\$115.00
205	Plow, grader mounted width to 10 ft	each	900	4500	\$90.00
206	Plow, grader mounted width to 14 ft	each	1000	5000	\$100.00
207	Plow, truck mounted width to 15 ft	each	1050	5250	\$105.00
208	Plow, truck mounted width to 15 ft with leveling wing	each	1150	5750	\$115.00

209	Pump to 3 hoses not inc	each	250	1250	\$25.00
210	Pump to 6 hoses not inc	each	350	1750	\$35.00
211	Pump to 10 hoses not inc	each	500	2500	\$50.00
212	Pump to 15 hoses not inc	each	750	3750	\$75.00
213	Pump to 25 hoses not inc	each	950	4750	\$95.00
214	Pump to 40 hoses not inc	each	1250	6250	\$125.00
215	Pump to 60 hoses not inc	each	1600	8000	\$160.00
216	Pump to 95 hoses not inc	each	1800	9000	\$180.00
217	Pump to 140 hoses not inc	each	1900	9500	\$190.00
218	Pump to 200 hoses not inc	each	2250	11250	\$225.00
219	Pump extender Length 20 ft	each	350	1750	\$35.00
220	Pump, w/o power pump size 6 in	each	950	4750	\$95.00
221	Pump, w/o power pump size 12 in	each	1500	7500	\$150.00
222	Pump, w/o power pump size 24 in	each	1600	8000	\$160.00
223	saw, concrete blade dia 14 in to 14	each	150	750	\$15.00
224	saw, concrete blade dia 26 in to 35	each	150	750	\$15.00
225	saw, concrete blade dia 48 in to 65	each	150	750	\$15.00
226	saw, rock to 65	each	600	3000	\$60.00
227	saw, rock to 90	each	650	3250	\$65.00
228	saw, rock to 120	each	700	3500	\$70.00
229	Scraper scraper cap 11cy to 175	each	1600	8000	\$160.00
230	Scraper scraper cap 16cy to 250	each	1750	8750	\$175.00
231	Scraper scraper cap 23cy to 265	each	1950	9750	\$195.00
232	Scraper scraper cap 34cy to 475	each	2250	11250	\$225.00
233	Scraper scraper cap 44cy to 600	each	2450	12250	\$245.00

234	Sprayer, seed working cap 750 gal to 30 trailer & truck mounted	each	1150	5750	\$115.00
235	Sprayer, seed working cap 1250 gal to 50 trailer & truck mounted	each	1200	6000	\$120.00
236	Sprayer, seed working cap 3500 gal to 115 trailer & truckmounted	each	1200	6000	\$120.00
237	Spreader, chemical capacity 5 cy to 4 trailer & truck mounted	each	1200	6000	\$120.00
238	Spreader, chip hopper width 12.5 ft to 152	each	900	4500	\$90.00
239	Spreader, chip hopper width 16.5 ft to 215	each	900	4500	\$90.00
240	Spreader, chip, mntd hopper size 8 ft to 8 trailer & truck mounted	each	900	4500	\$90.00
241	Spreader, sand mounting tailgate, chassis	each	900	4500	\$90.00
242	Spreader, sand mounting dump body	each	900	4500	\$90.00
243	Spreader, sand mounting truck (10yd)	each	950	4750	\$95.00
244	Striper Paint cap 40 gal to 22	each	600	3000	\$60.00
245	Striper Paint cap 90 gal to 60	each	650	3250	\$65.00
246	Striper Paint cap 120 gal to 122	each	750	3500	\$75.00
247	Striper, truck mtd Paint cap 120 gal to 460	each	950	4750	\$95.00
248	Striper, walk-behind paint cap 12 gal	each	650	3250	\$65.00
249	Sweeper, pavement to 110	each	950	4750	\$95.00

250	Sweeper, pavement to 150	each	1250	6250	\$125.00
251	Sweeper, pavement to 200	each	1450	7250	\$145.00
252	Trailer, dump capacity 20 cy prime mover not incl	each	650	3250	\$65.00
253	Trailer, dump capacity 30 cy prime mover not incl	each	950	4750	\$95.00
254	Trailer, dump capacity 40 cy prime mover not incl	each	1200	6000	\$120.00
255	Trailer, equipment capacity 30 tons	each	1200	6000	\$120.00
256	Trailer, equipment capacity 40 tons	each	1400	7000	\$140.00
257	Trailer, equipment capacity 60 tons	each	1600	8000	\$160.00
258	Trailer, office trailer size 8'*24'	each	500	2500	\$50.00
259	Trailer, office trailer size 8'*32'	each	650	3250	\$65.00
260	Trailer, office trailer size 10'*32'	each	800	4000	\$80.00
261	Trailer, water tank cap 4000 gal incl. centrifugal pump with sump and rear Spray bar	each	1250	6250	\$125.00
262	Trailer, water tank cap 6000 gal incl. centrifugal pump with sump and rear Spray bar	each	1350	6750	\$135.00
263	Trailer, water tank cap 10000 gal incl. centrifugal pump with sump and rear Spray bar	each	1450	7250	\$145.00
264	Trailer, water tank cap 14000 gal incl. centrifugal pump with sump and rear Spray bar	each	1650	8250	\$165.00
265	Trencher to 35 walk-behind crawler & wheel mounted chain & wheel	each	600	3000	\$60.00

266	Trencher to 85 walk-behind crawler & wheel mounted chain & wheel	each	650	3250	\$65.00
267	Trencher to 115 walk-behind crawler & wheel mounted chain & wheel	each	950	4750	\$95.00
268	Trencher to 175 walk-behind crawler & wheel mounted chain & wheel	each	950	4750	\$95.00
269	Trowel, concrete diameter 90 in to 25	each	250	1250	\$25.00
270	Trowel, concrete diameter 100 in to 38	each	250	1250	\$25.00
271	Truck, bucket add flatbed truck to truck mounted aerial lift	each	1650	8250	\$165.00
272	Truck, cleaning add flatbed truck to sewer cleaner	each	1250	6250	\$125.00
273	Truck, concrete mixer mixer cap 10cyto 255	each	2150	10750	\$215.00
274	Truck, concrete mixer mixer cap 13 cy to 300	each	2250	11250	\$225.00
275	Truck, dump struck cap 8 cy to 210	each	1200	6000	\$120.00
276	Truck, dump struck cap 10cy to 235	each	1250	6250	\$125.00
277	Truck, dump struck cap 12cy to 255	each	1300	6500	\$130.00
278	Truck, dump struck cap 18cy to 330	each	1350	6750	\$135.00
279	Truck, dump struck cap 28cy to 400	each	1400	7000	\$140.00

280	Truck, dump struck cap 40cy to 460	each	1450	7250	\$145.00
281	Truck, dump struck cap 50cy to 620	each	1600	8000	\$160.00
282	Truck, flatbed maximum Gvw 15000lbs to 150	each	650	3250	\$65.00
283	Truck, flatbed maximum Gvw 25000lbs to 180	each	700	3500	\$70.00
284	Truck, flatbed maximum Gvw 30000lbs to 215	each	750	3750	\$75.00
285	Truck, flatbed maximum Gvw 45000lbs to 250	each	850	4250	\$85.00
286	Truck, flatbed maximum Gvw 50000lbs to 300	each	1150	5750	\$115.00
287	Truck, flatbed maximum Gvw to 375	each	900	4500	\$90.00
288	Truck, flatbed maximum Gvw to 450	each	950	4750	\$95.00
289	Truck, knuckle boom add flatbed truck to truck mounted crane	each	2400	1200	\$240.00
290	Truck, pickup to 130 when transp. People	each	250	1250	\$25.00
291	Truck, tractor to 210	each	950	4750	\$95.00
292	Truck, tractor to 265	each	1100	5500	\$110.00
293	Truck, tractor to 310	each	1150	5750	\$115.00
294	Truck, tractor to 350	each	1250	6250	\$125.00
295	Truck, water tank cap 2500 gal to 175 inc pump and rear spray system	each	1350	6750	\$135.00
296	Truck, water tank cap 4000 gal to 250 inc pump and rear spray system	each	1450	7250	\$145.00

297	Tub grinder to 400	each	2500	12500	\$250.00
298	Tub grinder to 500	each	3000	15000	\$300.00
300	Tub grinder to 600	each	3500	17500	\$350.00
301	Tub grinder to 700	each	4000	20000	\$400.00
302	Tub grinder to 800	each	4500	22500	\$450.00
303	Tub grinder to 900	each	5000	25000	\$500.00
304	Tub grinder to 1000	each	6500	32500	\$650.00
305	Vibrator, concrete to 4	each	100	500	\$10.00
306	Vibrator, concrete to 8	each	100	500	\$10.00
307	Welder, portable to 16 inc. ground cable and lead cable	each	950	4750	\$95.00
308	Welder, portable to 34 inc. ground cable and lead cable	each	1200	6000	\$120.00
309	Welder, portable to 50 inc. ground cable and lead cable	each	1200	6000	\$120.00
310	Welder, portable to 80 inc. ground cable and lead cable	each	1200	6000	\$120.00

**Hourly Fee Schedule Personnel needs**

Line Item	Description	Unit of Measure	Daily	Hourly	Unit Cost
1	Administrative Assistant	\$/ea	380	38	\$38.00
2	Clerk	\$/ea	380	38	\$38.00
3	Equipment Operator	\$/ea	560	56	\$56.00
4	Foreman with truck	\$/ea	650	65	\$65.00
5	Hazardous Material Containment Area Manager	\$/ea	650	65	\$65.00
6	Inspector with vehicle	\$/ea	650	65	\$65.00
7	Laborers	\$/ea	450	45	\$45.00
8	Operator with chainsaw	\$/ea	500	50	\$50.00
9	Project coordinator	\$/ea	700	70	\$70.00
10	Safety (superintendent	\$/ea	700	70	\$70.00

11	Superintendent with truck	\$/ea	650	65	\$65.00
12	Traffic Control Personnel	\$/ea	550	55	\$55.00
13	Truck Driver	\$/ea	550	55	\$55.00

DRAFT

## **Exhibit 4: Insurance Requirements**

### **TYPE “A” INSURANCE REQUIREMENTS “ARTISAN CONTRACTORS / SERVICE CONTACTS”**

**Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Contractor/vendor, his agents, representatives, employees or subcontractors.**

#### **COMMERCIAL GENERAL LIABILITY**

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

#### **AUTOMOBILE LIABILITY**

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

#### **WORKERS COMPENSATION AND EMPLOYER’S LIABILITY**

Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

#### **BUILDER’S RISK / INSTALLATION FLOATERS (when applicable)**

When this contract or agreement includes the construction of and/or the addition to a permanent structure or building; including the installation of machinery and/or equipment, the following insurance coverage must be afforded:

Coverage Form: Completed Value, All Risk in an amount equal to 100% of the value upon completion or value of equipment to be installed.

When applicable: Waiver of Occupancy Clause or Cessation of Insurance clause. Flood Insurance as available under the National Flood Insurance Program.

#### **EMPLOYEE FIDELITY COVERAGE (only applicable to vendors whose employees handle funds)**

Employee Dishonesty coverage must be afforded for not less than \$500,000 Blanket all employees ISO Form

#### **OTHER INSURANCE PROVISIONS**

The policies are to contain, or be endorsed to contain, the following provisions:

##### **I Commercial General Liability and Automobile Liability Coverages**

a. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on

behalf of Contractor/Vendor; to include Products and/or Completed Operations of Contractor/Vendor; Automobiles owned, leased, hired or borrowed by Contractor.

b. Contractor's insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor/Vendor's insurance and shall be non-contributory.

## **II All Coverages**

Contractor/Vendor shall provide a Certificate of Insurance to the County with a thirty (30) day notice of cancellation. The certificate shall indicate if cover is provided under a "claims made" or "per occurrence" form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the agreement (original if contact is renewed) or prior.

## **SUBCONTRACTORS**

Contractor/Vendor shall be responsible for all subcontractors Working on their behalf as a condition of this Agreement. All subcontractors of Contractor/Vendor shall be subject to the same coverage requirements stated herein.

**CERTIFICATE HOLDER: Alachua County Board of County Commissioners**

**MAIL, EMAIL or FAX CERTIFICATES**

*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*

**Exhibit 4-A: Certificate of Insurance**

DRAFT

**Exhibit 5: Certification of Meeting Alachua County Wage Ordinance**

**Contact Title: # AGREEMENT BETWEEN ALACHUA COUNTY AND CERES ENVIRONMENTAL SERVICES, INC. FOR ANNUAL DEBRIS REMOVAL, REDUCTION AND DISPOSAL SERVICES**

**Contract No. 14833**

**RFP No. 26-75**

The undersigned, who is authorized on behalf of the Contractor, certifies that all employees, contracted and subcontracted, completing services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements (“Wage Ordinance”) contained in the Alachua County Code, as may be amended.

TBD

,

{---Email Address---}

**CONTRACTOR**

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

Print: \_\_\_\_\_

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

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

## Exhibit 6: Federal Provisions

The Parties shall comply with all federal laws and regulations whether specifically identified herein and/or are in effect as of the date of contract award that are applicable to the receipt of Federal grants, including, but not limited to the contractual procedures set forth in Title 2 of the Code of Federal Regulations, Part 200 ("2 CFR 200"), including Appendix II to such Part ("Appendix II").

In addition, the Parties agrees as follows:

1. The Parties agree that the County is entitled to exercise all administrative, contractual, or other remedies permitted by law to enforce Contractor's compliance with the terms of this Agreement, except to the extent expressly provided otherwise by this Agreement.
2. The Parties agree that the County may terminate this Agreement for cause or convenience in accordance with the procedures set forth in this Agreement.
3. Compliance with the Davis-Bacon Act and Copeland Anti-Kickback Act as applicable to the Services. (When required by federal program legislation, prime construction contracts over \$2,000 awarded, not applicable to FEMA Grant and cooperative agreement programs, including the PA Program)
  - a. Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this Agreement.
  - b. Subcontracts. Contractor and any subcontractors to Contractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontractors. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
  - c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 CFR §5.12
4. Compliance with the Clean Air Act and the Federal Water Pollution Control Act.
  - a. Clean Air Act
    - (i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. §7401 et seq.
    - (ii) Contractor agrees to report each violation to COUNTY and understands and agrees that County will, in turn, report each violation as required to assure notification to Federal and the appropriate Environmental Protection Agency Regional Office.
    - (iii) Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by

Federal grants.

- b. Federal Water Pollution Control Act
  - (i) Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - (ii) Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to Federal and appropriate Environmental Protection Agency Regional Office.
  - (iii) The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by Federal funds.”
- 5. Suspension and Debarment
  - a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. Compliance with Byrd Anti-Lobbying Amendment

- a. Contractor hereby certifies to the best of its knowledge that:
  - i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

b. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

d. By executing this Agreement, Contractor hereby certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

## 7. Procurement of Recovered Materials

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

i. Competitively within a timeframe providing for compliance with the contract performance schedule;

ii. Meeting contract performance requirements; or

iii. At a reasonable price.

- b. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8. Access to Records

The following access to records requirements apply to this Agreement:

- a. Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

9. Use of DHS Seal

Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre- approval.

10. Compliance with Federal Law

This is an acknowledgement that Federal financial assistance will be used to fund the Agreement only. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

11. Non-Obligation of Federal Government

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

12. Program Fraud and False or Fraudulent Statements or Related Acts

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

13. Prohibition on Contracting for Covered Telecommunications Equipment or Services:

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

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

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

(c) Exceptions.

(1) This clause does not prohibit Contractor from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

14. “Domestic Preference for Procurements

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

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

15. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime Contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.

16. Copyright and Data Rights - License and Delivery of Works Subject to Copyright and Data Rights

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

17. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (as applicable)

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the Federal Government.

18. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (Applicable to construction contracts exceeding \$2,000 and contracts exceeding \$100,000 that involve the employment of mechanics or laborers)(These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market or contracts for the transportation or transmission of intelligence)

The Contractor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-330) as supplemented by Department of Labor regulations (29 C.F.R. part 5).

All laborers and mechanics employed by Contractors or subcontractors shall receive overtime compensation in accordance with and subject to the provisions of the Contract Work Hours and Safety Standards Act, and the Contractor and subcontractors shall comply with all regulations issued pursuant to that act and with other applicable Federal laws and regulations pertaining to labor standards.

19. EQUAL EMPLOYMENT OPPORTUNITY (as applicable, Any contract that uses federal funds to pay for construction work is a "federally assisted construction contract" and must include the equal opportunity clause found in 2 C.F.R. Part 200, unless otherwise stated in 41 C.F.R. Part 60, which are incorporated by reference into this Agreement)

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will

take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as

the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

20. Safeguarding of Sensitive Information and Information Technology Security and Privacy Training (Applicable when contractor has access to sensitive information or contractor IT system as defined in the agreement that are used to input, store, process, output and/or transmit sensitive data)
- (a) Applicability. This clause applies to the Contractor, its subcontractors, and Contractor employees (hereafter referred to collectively as "Contractor"). The Contractor shall insert the substance of this clause in all subcontracts.

(b) Definitions. As used in this clause—

"Personally Identifiable Information (PII)" means information that can be used to distinguish or trace an individual's identity, such as name, social security number, or biometric records, either alone, or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, or mother's maiden name. The definition of PII is not anchored to any single category of information or technology. Rather, it requires a case-by-case assessment of the specific risk that an individual can be identified. In performing this assessment, it is important for an agency to recognize that non-

personally identifiable information can become personally identifiable information whenever additional information is made publicly available—in any medium and from any source—that, combined with other available information, could be used to identify an individual.

PII is a subset of sensitive information. Examples of PII include, but are not limited to: name, date of birth, mailing address, telephone number, Social Security number (SSN), email address, zip code, account numbers, certificate/license numbers, vehicle identifiers including license plates, uniform resource locators (URLs), static Internet protocol addresses, biometric identifiers such as fingerprint, voiceprint, iris scan, photographic facial images, or any other unique identifying number or characteristic, and any information where it is reasonably foreseeable that the information will be linked with other information to identify the individual.

(a) *Sensitive Information*, as used in this clause, means any information, which if lost, misused, disclosed, or, without authorization is accessed, or modified, could adversely affect the national or homeland security interest, the conduct of Federal programs, or the privacy to which individuals are entitled under section 552a of title 5, United States Code (the Privacy Act), but which has not been specifically authorized under criteria established by an Executive Order or an Act of Congress to be kept secret in the interest of national defense, homeland security or foreign policy. This definition includes the following categories of information:

(1) Protected Critical Infrastructure Information (PCII) as set out in the Critical Infrastructure Information Act of 2002 (Title II, Subtitle B, of the Homeland Security Act, Pub. L. 107-296, 196 Stat. 2135), as amended, the implementing regulations thereto (Title 6, Code of Federal Regulations, part 29) as amended, the applicable PCII Procedures Manual, as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the PCII Program Manager or his/her designee);

(2) Sensitive Security Information (SSI), as defined in Title 49, Code of Federal Regulations, part 1520, as amended, “Policies and Procedures of Safeguarding and Control of SSI,” as amended, and any supplementary guidance officially communicated by an authorized official of the Department of Homeland Security (including the Assistant Secretary for the Transportation Security Administration or his/her designee);

(3) Information designated as “For Official Use Only,” which is unclassified information of a sensitive nature and the unauthorized disclosure of which could adversely impact a person's privacy or welfare, the conduct of Federal programs, or other programs or operations essential to the national or homeland security interest; and

(4) Any information that is designated “sensitive” or subject to other controls, safeguards or protections in accordance with subsequently adopted homeland security information handling procedures.

(b) “Information Technology Resources” include, but are not limited to, computer equipment, networking equipment, telecommunications equipment, cabling, network drives, computer drives, network software, computer software, software programs, intranet sites, and internet sites.

(c) Contractor employees working on this contract must complete such forms as may be necessary for security or other reasons, including the conduct of background investigations to determine suitability. Completed forms shall be submitted as directed by the Contracting Officer. Upon the Contracting Officer's request, the Contractor's employees shall be fingerprinted, or subject to other investigations as required. All Contractor employees requiring recurring access to Government facilities or access to sensitive information or IT resources are required to have a favorably adjudicated background investigation prior to

commencing work on this contract unless this requirement is waived under Departmental procedures.

(d) The Contracting Officer may require the Contractor to prohibit individuals from working on the contract if the Government deems their initial or continued employment contrary to the public interest for any reason, including, but not limited to, carelessness, insubordination, incompetence, or security concerns.

(e) Work under this contract may involve access to sensitive information. Therefore, the Contractor shall not disclose, orally or in writing, any sensitive information to any person unless authorized in writing by the Contracting Officer. For those Contractor employees authorized access to sensitive information, the Contractor shall ensure that these persons receive training concerning the protection and disclosure of sensitive information both during and after contract performance.

(f) The Contractor shall include the substance of this clause in all subcontracts at any tier where the subcontractor may have access to Government facilities, sensitive information, or resources.

DRAFT

**Exhibit 7: No Coercion Affidavit**

**AFFIDAVIT OF NO COERCION  
PURSUANT TO §787.06, FLORIDA STATUTES**

State of Florida  
County of Alachua

I, \_\_\_\_\_[insert full legal name of the person providing this affidavit], as  
\_\_\_\_\_ [insert corporate title of the person providing this affidavit] of the TBD,  
having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief
2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of the TBD.
3. I attest and affirm that TBD does not use coercion as defined in section 787.06(2)(a), Florida Statutes, to employ any person for labor or services.
4. This signed attestation is provided to the Alachua County Board of County Commissioners to comply with section 787.06(13), Florida Statutes.

**Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date Signed

**Exhibit 8: Foreign Countries of Concern Affidavit**

**AFFIDAVIT REGARDING FOREIGN COUNTRIES OF CONCERN  
PURSUANT TO 287.138, Florida Statutes**

State of Florida  
County of Alachua

I, \_\_\_\_\_ [insert full legal name of the person providing this affidavit], as  
\_\_\_\_\_ [insert corporate title of the person providing this affidavit] of the TBD,  
having taken an oath, deposes and says:

1. I am over the age of twenty-one (21) and make this Affidavit on personal knowledge and not upon information or belief.

2. I am duly authorized to attest and affirm as to the matters contained herein on behalf of TBD.

3. I attest and affirm that the following is true and correct:

a. TBD is not owned by the government of a foreign country of concern as identified in section 287.138(1)(c), Florida Statutes (*i.e.*, People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern).

b. The government of a foreign country of concern does not have a controlling interest in TBD.

c. TBD is not organized under the laws of or has its principal place of business in a foreign country of concern.

4. This affidavit is provided to the Alachua County Board of County Commissioners to comply with section 287.138(4) Florida Statutes.

**Under penalty of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date Signed