

PROPOSAL

Solicitation No. 7301-22

Private Property Structural Debris and Hazard Tree Removal Operations

February 1, 2022 | 10:00 AM MST



Odin

Contents

01	Proposal Checklist	04
02	Partners and Subcontractors	06
03	Project Schedule	16
04	Rate Sheet	19
05	Key Personnel	22
06	Project References	40
07	Contract Compliance	50
08	Contract Exceptions and Additions	52
09	Draft CDPHE Approval With Conditions, Foothills Landfill Waiver	79
10	Insurance Certificate	82
11	Bid Bond	84
12	W-9	91
13	Signature Page	93
14	SAM Registration	95
15	Certificate of Good Standing	98
16	Addendum Acknowledgments	100



www.odinconstruction.com
1774 Platte Street
Denver, CO 80202
720.496.0969



February 1, 2022

Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

Subject: RFP 7301-22, Private Property Structural Debris and Hazard Tree Removal Operations

Dear Purchasing Representatives:

Odin Construction Solutions, Inc. (Odin) is pleased to respond to your solicitation for Private Property Structural Debris and Hazard Tree Removal Operations. From our cleanup work on recent Western U.S. wildfires, we understand how important the prompt, professional, and transparent execution of cleanup operations is to impacted communities after a disaster. We approach this work with a strong sense of reverence for what your communities have lost and seek, through our efforts, to bring efficient progress and hope to the residents on whose properties we work. The recently devastated communities will be well served by Boulder County's selection of a contractor whose values align with their drive for excellence in restoring the damaged properties. Odin is such a company.

Odin is an established, self-performing environmental remediation, fire cleanup, and geotechnical construction company with a local presence. Our work will be managed from our Denver, Colorado office by a local team with strong ties and commitment to the community. Supporting our staff and extending our reach will be two firms that also have significant fire cleanup experience. These firms, JW Bamford, Inc., H2 Enterprises, a Colorado-based firm with significant experience in the Denver metro area, and Colorado Cleanup Corporation, have been vetted and approved by Odin's management, who evaluated safety performance metrics, experience, personnel, and cultural fit. We worked closely with them to develop not only our approach, schedule, and pricing, but also a common understanding of the importance of this work and how to achieve operational synergy.

FEMA has served as the major funding agency for our completed and ongoing fire cleanup work, helping us to understand the interplay between the Federal and state requirements governing our work. We know that compliance with Federal environmental, historic preservation, cultural resources, and Colorado Department of Public Health and Environment regulations and guidance is key to Boulder County's ability to receive FEMA funding for this project. We further commit to maintaining and documenting our scrupulous compliance with Federal and State of Colorado requirements to support Boulder County in obtaining FEMA funds.

Odin is committed to modeling the principles of sustainability in our offices and field operations where we can reduce the company's environmental impact. We work to achieve real and sustained business value through the adoption of practices that maximize the efficient use of resources and minimize waste. Our Sustainability Policy provides a framework for achieving the right balance among economic, social, ethical, and environmental performance. We bring this perspective to your important project.

Please contact me at 720.273.3548 or tmangers@odinconstruction.com if I can provide further information regarding our proposal or our approach.

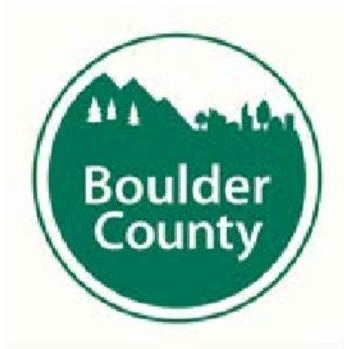
Sincerely,

Odin Construction Solutions, Inc.

A handwritten signature in black ink, appearing to read "T. Mangers", is written over a light blue horizontal line.

Trey Mangers
Vice President, Rocky Mountain Region

01 Proposal Checklist



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

UPDATED SUBMITTAL SECTION

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
Section 02	Name and Address of the Partners and Subcontractors if applicable
Sections 03 and 04	A detailed project schedule with a completed updated rate sheet**
Section 05	Information on the relevant experience of key personnel
Section 07	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
Section 06	Submit three references for similar projects your company has completed within the last three years and contact information
Section 08	Sample Contract exceptions and additional terms
Section 10	Insurance Certificate
Section 11	Bid Bond
Section 12	W-9
Section 13	Signature Page
Section 16	Addendum Acknowledgement(s) (If Applicable)

**Per parcel price is an average of all homes within burn area. If Odin is awarded only select Operational Unit(s), pricing may be subject to change

02 Partners and Subcontractors

Name and Address of the Partners and Subcontractors

Prime Proposer:

Odin Construction Solutions, Inc. (Odin)
1774 Platte Street, Denver, CO, 80202

Subcontractors:

JW Bamford, Inc. H2 Enterprises, Inc.
1949 Rusel Road 4626 WCR 65
Oroville, CA 95966 Keenesburg, CO 80643

Colorado Cleanup Corporation
16 Inverness Place East, Bldg D, Ste 100
Englewood, CO 8011

Introducing Odin

Proposed prime contractor Odin Construction Solutions (Odin) is a self-performing environmental remediation, fire cleanup, and geotechnical construction company made up of some of the most experienced engineers, project managers, site managers, and staff in the industry. Formed on December 3, 2018, Odin is headquartered in Northern California, with offices in Denver, Colorado; Alpharetta, Georgia; New Orleans, Louisiana; Houston, Texas; and Shrewsbury, New Jersey. Our dedicated team provides outstanding service to our clients with strong records in safety and reliability. The Odin team has earned their reputation for taking on tough jobs with tight schedules and surpassing all expectations. Our project managers use the latest software tools to manage critical path items and ensure schedules and budgets are consistently met. Our site managers have the experience to quickly resolve unforeseen problems that may arise and keep projects moving forward on schedule. Our professional health and safety staff focus on training and prevention of accidents and incidents to ensure we remain at **Ground Zero³ = Zero Incidents, Zero Injuries, and Zero Illnesses on every project.**

At Odin, we are committed to quality performance, and our team has built an impressive work history, successfully completing more than 400 projects over the past 20 years valued at over \$1 billion. We partner with owners and stakeholders to deliver results that meet and exceed project goals. We are experts in our field, with a thorough understanding of regulatory agency requirements, and a record of delivering impactful projects on time, on budget, and most importantly, safely.



One of Odin’s greatest assets is our culture of collaboration and client focus. We pride ourselves on the ability to collaborate with our clients, stakeholders, and their consultants and project teams to optimize resource use and allocation and performance efficiencies to reduce overall project schedule and cost. We work diligently to serve not only our direct clients, but also those stakeholders and residents that are the ultimate beneficiaries of our work.

Odin’s experience with disaster cleanup began with our founding in 2018; however, our principals and senior staff have been engaged with cleaning up fires and other disasters for more than 20 years. This experience includes some of the largest and most destructive wildfires in recent history—the Dixie Fire, the August Complex Fire, the Mendocino Complex Fire, the SCU Lightning Complex Fire, the Woolsey Fire, the Siskiyou County Fire, the Wind Complex Fire, and more. Through this experience, we have learned just how important the prompt, professional, and transparent execution of cleanup operations is to impacted communities after a disaster. The following table shows the number of properties, hazard trees, and vehicles that Odin addressed during the projects included with our project references.

Odin Team Recent* Debris and Hazard Tree Removal Experience

PROJECT	RESIDENTIAL & COMMERCIAL PROPERTIES	HAZARD TREES	VEHICLES
Camp Fire Cleanup, Paradise, California	85	39,075	349
2020 Fires Inland Branch Cleanup	681	20,000	1,749
Dixie Fire Emergency Structural Debris and Hazard Tree Removal Services	1,119	13,471	2,157
Totals	1,885	54,546	4,255

*Metrics since 2018

Our People

Odin’s staff includes project managers, engineers, construction managers, site superintendents, quality control engineers, cost and schedule engineers, safety officers, equipment operators, and craft labor. Our project managers and supervisors have 10 or more years of experience and are recognized leaders in project delivery. We are committed to professional development and training. We encourage management staff and field personnel to advance their skills and industry knowledge through continuing education and specialized training. Our key personnel have, at a minimum, OSHA 40-hr. HAZWOPER, OSHA 8-hr. Supervisor, and First Aid/CPR certifications.



The team proposed for this important contract have been engaged in hazard tree and debris removal projects on numerous recent Western U.S. wildfires. The involvement of our key personnel on 10 of these fires is shown in the table on the following page.

Key Personnel Engagement on Western U.S. Wildfires

	NEAL SILLER	CHARLES RABAMAD	NATHAN BAMFORD	JOE WILLIAMSON	HOLT WHEELER	KEITH MULLINS	AMERICO GARCIA	JOEL BAMFORD	TIM BRADFORD	TROY WINKLER	NATHAN TYLER BAMFORD	KIM MULLINS	TIM MCANDREW	CHAD GUERRERO
Dixie Fire Debris Removal	X	X	X	X				X			X			
Inland Branch Fire Debris Removal	X	X			X	X	X					X	X	X
Northern Branch Fire Debris Removal			X	X				X			X			
Camp Fire Debris Removal	X	X	X	X	X	X		X	X		X	X	X	X
Camp Fire Tree Removal	X	X	X	X				X			X		X	
Woolsey Fire Debris Removal		X			X	X	X			X		X		
Klamathon Fire Debris Removal	X	X				X						X	X	
Wind Fire Complex Fire Debris Removal	X	X				X							X	X
Redwood Complex Fire Debris Removal		X	X	X				X	X		X			
Sonoma County Fire Debris Removal			X	X				X						

Equipment Resources

Odin owns a fleet of conventional and specialized heavy construction equipment that is tailored for the diverse construction services we perform. Field support is provided by company-owned or leased service trucks. Additional support is provided through our national equipment vendors and manufacturers. Our fleet of equipment includes, but is not limited:

- Tracked excavators
- Front-end loaders
- Dozers
- Skid steers
- Water trucks
- Tracked chippers
- Service trucks
- Compactors
- Off-road haul trucks
- Masticator attachment for excavator
- Challenger tractors with cans
- 14' farm disc with 38" blades
- Vibratory grizzly
- Personal protective equipment (PPE)

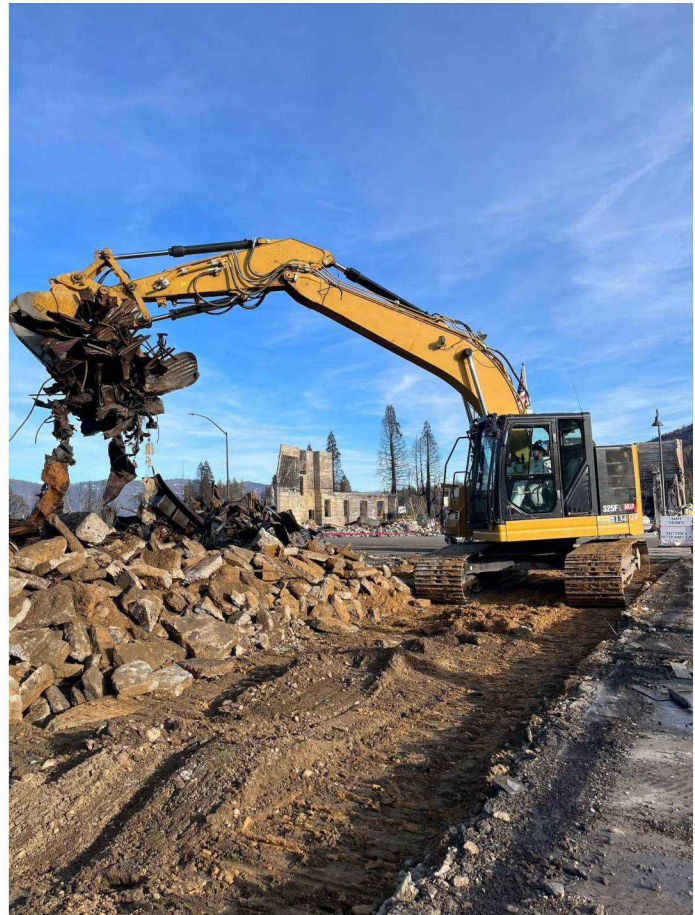
Odin Financial Strength

Odin's bonding company, Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Odin for single projects of \$50,000,000 and an aggregate uncompleted backlog of \$200,000,000. Current available capacity is \$150,000,000. Zurich/F&D is rated "A+" (Superior) with a financial size category of XV (\$2 billion+) by AM Best and has a US Treasury Limit exceeding \$600 million.

Our Project Team

Odin has populated our team with strong performers and a Corporate Sponsor who will be an asset as an operational leader. He has the authority to assign and commit Odin's resources to ensure our work is successfully completed. We are confident that the team we have built is exemplary, committed, and capable of successfully performing the work in a manner that creates value for Boulder County and its stakeholders and residents through thoughtful pre-planning, optimal production, and schedule consolidation.

Simply put, Odin's value proposition is to populate the project with a proven team that can collaborate in Boulder County's best interest, leveraging their experience and project optimization skills to render significant schedule savings and deliver on budget without compromising safety or regulatory compliance. Odin's **Organization Chart**, provided in Section 5, illustrates the lines of authority and reporting relationships among members of the team. As noted, Odin has proposed personnel with debris removal and emergency response experience for execution of this project. Odin also has additional talent within the organization with similar experience and qualifications who may be assigned to the project, if needed. Brief resumes of key personnel are included in Section 5.



Project Controls and Reporting Expertise

Odin's Project Manager will employ our Project Controls reporting systems and experienced staff to report progress in a timely and accurate manner, update the project schedule, monitor costs and cash flow, accurately measure and report on the performance and progress, and proactively manage the approved budget. Key elements of Odin's project controls include:

- Critical Path Method (CPM) Scheduling
- Cost Control and Reporting
- Project Documentation and Reporting
- Daily Documentation

Critical Path Method Schedule. Odin will develop and maintain a project schedule and cashflow curve as they are critical measurement tools for project execution that allow us to measure progress and financial expenditures. The initial schedule and cashflow curve will be finalized upon Notice of Award from Boulder County and submitted for review and approval. Weekly schedule updates will be provided to Boulder County and saved separately, and the baseline CPM schedule maintained. Our baseline schedule was developed utilizing Primavera P6 software, which we propose to use for this project.

Cost Control and Reporting. Odin uses HCSS HeavyJob software that is specifically designed for the heavy civil construction industry. HeavyJob is an on-site tool that allows our management staff to enter crew hours in real-time from a tablet, computer, or mobile device. HeavyJob allows us to increase field efficiency and reduce unexpected production issues or negative trends by identifying them in real time and making necessary adjustments.

Project Documentation and Reporting. Accurate reporting is essential to successful project completion and keeps multiple stakeholders informed of progress. Odin will prepare comprehensive weekly and monthly Project Status Reports covering procurement, materials management, and construction progress. The best reports are comprehensive in content and address overall progress, performance, cost and schedule status, and forecasts.

Daily Documentation. It is imperative that timely, complete, and up-to-date records be kept of all events, decisions, changes, responsibilities, actions required and timing of events during all phases of a project. Odin will prepare a Daily Field Construction Report that provides a comprehensive overview of the project’s daily activities. The following items will be documented daily, at a minimum:

- Weather conditions
- Construction activities
- Quality control activities
- Summary of site meetings
- Summary of site safety activities
- Photographic documentation
- Equipment used on site
- Personnel on site
- Subcontractors on site
- Materials received
- Tests conducted and results
- Instructions received or given and by whom
- Actions taken and by whom
- Delays encountered

Subcontractors

Successfully managing the work of our subcontractors will be achieved by careful planning, work sequencing, and scheduling to ensure that the right resources are available and on site when required. The Project Manager is responsible for managing and maintaining the project schedule and tracking progress. Subcontractor management is a critical element to ensure timely completion of work to meet project milestones. Odin will take corrective action if a key subcontractor begins to demonstrate slowed progress or contract deficiencies.

Odin has identified the following subcontractors for the Private Property Structural Debris and Hazard Tree Removal Operations:

- JW Bamford, Inc.
- H2 Enterprises
- Colorado Cleanup Corporation

In selecting these subcontractors, we have reviewed their experience, health and safety metrics, personnel resumes, and pricing. Odin intends to use these highly qualified subcontractors for specialty portions of the Private Property Structural Debris and Hazard Tree Removal Operations site work. Further, each subcontractor will be fully incorporated into Odin’s project team to ensure seamless integration of resources, team commitment to our culture of safety, and shared project goals. The integration will start with planning and assignment of resources, and extend through site-specific safety training and execution of the work. Odin has successfully completed work with both Bamford and H2—they are known performers that share Odin’s drive for excellence and a commitment to safety. The table below provides metrics of the Odin team’s experience since 2018.

Our Breadth of Experience Supports Efficient Project Execution

PROJECT	RESIDENTIAL & COMMERCIAL PROPERTIES	HAZARD TREES	VEHICLES
	3,190	1,072,546	6,535

J.W. Bamford, Inc.

J.W. Bamford, Inc. was founded in 1980 in Oroville, CA. Since its incorporation, J.W. Bamford, Inc. has successfully completed multiple postfire structural debris, hazard tree removal, fuels reduction, utility line clearance, and large-scale fire salvage logging projects throughout California. Since origination, J.W. Bamford Inc. has completed more than 350 projects including federal, state, local, and private jobs. In more recent years, J.W. Bamford, Inc. has performed postfire structural debris and hazard tree removal on more than 1,300 destroyed homes and 100,000-plus hazardous tree removals. The owner, Nathan Bamford, has over 30 years' experience in Program/Project Management and has pushed the company into being a successful contractor for disaster recovery efforts for clients such as CalRecycle, the Army Corps of Engineers, Pacific Gas & Electric, Sierra Pacific Industries, and the United States Forest Service.



Bamford is experienced with postfire structural debris response as a prime and subcontractor in California in Butte, Napa, Plumas, Lassen, Siskiyou, Tehama, and Trinity Counties. They have extensive knowledge in planning, and the ability to provide skilled and certified personnel to execute the full scope of debris removal. Further, they own and operate much of the required equipment. Bamford has cleared debris on more than 1,300 parcels, disposing of approximately 361,000 tons of metals, concrete, ash, contaminated soil, and other fire-generated debris. In addition to fire debris response, they have specialized in postfire hazard tree removal completing large-scale projects for the Federal, State, local, and private sector, removing more than 1 million hazard trees. They have the experience, resources, and skilled employees to remove hazard trees within utility rights-of-way, log fire-burned salvaged timber, and complete FEMA-funded disaster projects.



H2 Enterprises

H2 was founded in 1985 by the Huwa family near Keenesburg, Colorado. They have grown from a four-employee operation to one of the top reclamation companies in the U.S. Today, over 500 full-time employees and 500 seasonal workers fulfill their multiple reclamation projects across the continental U.S. Their land reclamation expertise, fleet of skilled employees, and customized equipment, allow H2 to efficiently complete any land

reclamation job. H2's work with fire reclamation began after the Hayman fire in 2002 in Denver. The fire resulted in a risk of contamination to the water supply of 1.5 million residents of the Denver area. H2 helped to mitigate that risk and has been engaged in fire cleanup ever since

Colorado Clean Up Corporation

Colorado Cleanup Corporation (CCC) specializes in commercial earthwork, demolition, and environmental remediation. Based in Englewood, Colorado, CCC aggressively tackles some of the most challenging demolition and earthwork projects in the Front Range. CCC strives for cost effective and efficient solutions for projects. CCC pushes the boundaries of the demolition industry through creative engineering and the use of advanced technology in demolition equipment allowing clients to realize cost and time savings. CCC's staff includes experts in demolition engineering to ensure risks are identified and mitigated to the maximum extent. Demolition plans are designed to eliminate any potential risks through means, methods, and engineering controls. CCC can design a customized demolition plan to fulfill client's expectations regarding environmental compliance, recycling, and safety. CCC staff of management and field personnel are enthusiastic about demolition and the projects that they are working on. Skilled mechanics and welders maintain their fleet of equipment to ensure the equipment and trucks are available as needed. All members of CCC are trained in current health and safety standards including those pertaining to hazardous waste site work and personal protective equipment.



Health and Safety

Safety is the first measure of success for every Odin project. Our goal is to complete each job without injuries, property damage, or adverse environmental impacts. We are committed to ensuring the Health and Safety of our employees at Ground Zero³ = Zero Incidents, Zero Injuries, and Zero Illnesses — where the boots hit the ground in the workplace on every project, in every office, and at every work location.

Our philosophy is that the viability of our Company is directly dependent on the health and safety of our workforce. Protection of employees from occupational injuries and illness is not just a primary objective: rather, it is a constant forward migration of our organizational development and improvement journey.

Odin's policy is to protect our employees against occupational injuries and illness by promotion and enforcement of the following principles:

- The Executive Leadership Team will provide the guiding force in our efforts to perform our work with the goal of reaching Ground Zero³ = Zero Incidents, Zero Injuries, and Zero Illnesses.
- We care for every member of our Team, and we will watch out for one another every day, every task. We will reach Ground Zero³ together as a Team.
- We will provide employees with the necessary equipment, tools, materials, and training to work in a safe manner to reach Ground Zero³.
- Workplace safety is a shared responsibility. All employees and all managers are equally responsible to work in a consistent manner that creates a safe workplace. Together as a team we will celebrate successes and overcome obstacles to reach Ground Zero³.
- All employees possess both the authority and responsibility to decline work directives that are unclear or unsafe; and to Stop Work that is hazardous to people or the environment.
- No employee will be subject to retaliation or retribution for stopping work that they genuinely perceive is unsafe. The right to Stop Work is an essential step toward reaching Ground Zero³.
- We will recognize and applaud employee performance that is consistently in alignment with safe working procedures, and we will provide reinforcement training to employees who take ownership of their mistakes and want to improve their skillsets.
- Our primary focus will be on positive performance; Leading Indicators that highlight actions that were taken which successfully prevented accidents.
- We will also be transparent and openly investigate Lagging Indicators; any incidents and injuries that may occur.
- We will apply lessons learned to improve practices and procedures in our movement toward Ground Zero³.
- Regulatory compliance is key to reaching Ground Zero³ all employees and all worksites are responsible to comply with our safety requirements and local, state, and Federal regulations.



Key Safety Rules. As part of our commitment to reaching a Ground Zero³ workplace Odin has adopted 12 Key Safety Rules (KSRs). Odin impresses upon its employees the importance of holding themselves and their coworkers accountable to work at the highest possible levels of safety performance every day, on every task. These KSRs address the procedures and protocols that apply to our industry’s most serious hazards. Following these KSRs will improve our chances of avoiding a serious accident, injury, or fatality.

Gold Keys of Personal Safety: Recommit to these rules every day before starting any work



Silver Keys of Operational Safety: Recommit to these rules before starting each activity



Training. Our dedicated safety team provides all staff with behavior-based safety training that meets or exceeds state and federal requirements. Our safety training is comprehensive and adaptable to specific client and agency requirements. We train and equip our field crew with the tools to anticipate, identify, and mitigate health and safety risks to prevent accidents. Odin training may include but is not limited to:

- New hire orientation
- Gold Shovel standard training
- Regulatory training
- Site-Specific Health & Safety Plan (HASP) training
 - Project-specific hazards
 - Emergency procedures
- Site communications
- Equipment and supplies
- Incident response
- HAZWOPER training
- Evacuation procedures
- Medical treatment
- Incident notifications and reporting
- Hazardous energy procedures
- Hazard communication
- AHA review
- Client-specific Training
- Competent person(s) training
- Awareness training

Additional highlights of Odin's safety programs and policies include:

- Regular equipment inspections
- Formal assessment of operator qualifications
- Ongoing medical surveillance program
- Comprehensive substance abuse program
- Daily tailgate safety briefings
- "Stretch and Flex" program
- Transparent incident/accident reporting

03 Project Schedule

Activity Name	Quantity	Production	Duration	Start	Finish	2022												2023	
Boulder - Marshall Fire Debris Removal						Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
ALTERNATE Schedule (25 Crews)																			
Total Working Days (6 Days/Week)			202	21-Feb-22	17-Oct-22	202												202	
Total Calendar Days			239	21-Feb-22	17-Oct-22	239												239	
Mobilization & Site Prep																			
Mobilize Initial Crew(s)			3	21-Feb-22*	23-Feb-22	Mobilize Initial Crew(s)													
Construct DMS & Staging Area			15	24-Feb-22	12-Mar-22	Construct DMS & Staging Area													
Debris Removal Crews																			
1 - Sagamore (S1) = 2 Crews (#1 & 2) + CREW #21	175 Lots	3 Days/Lot X 3	175	24-Feb-22	19-Sep-22	1 - Sagamore (S1) = 2 Crews (#1 & 2) + CREW #21													
2 - Old Town Superior (S2) = 2 Crews (#3 & 4) + CREW #22	145 Lots	3 Days/Lot X 3	145	24-Feb-22	13-Aug-22	2 - Old Town Superior (S2) = 2 Crews (#3 & 4) + CREW #22													
3 - Harper Lake (L1) = 4 Crews (#5, 6, 7, & 8) + CREW #23	215 Lots	4 Days/Lot X 5	172	01-Mar-22	20-Sep-22	3 - Harper Lake (L1) = 4 Crews (#5, 6, 7, & 8) + CREW #23													
4 - Mulberry (L3) = 2 Crews (#9 & 10)	85 Lots	4 Days/Lot X 2	170	03-Mar-22	20-May-22	4 - Mulberry (L3) = 2 Crews (#9 & 10)													
5 - Rock Creek (S3) = 1 Crew (#11)	54 Lots	3 Days/Lot X 1	162	04-Mar-22	12-Sep-22	5 - Rock Creek (S3) = 1 Crew (#11)													
6 - Coal Creek (L4) = 3 Crews (#12, 13, & 14) + CREW #24	165 Lots	4 Days/Lot X 4	165	08-Mar-22	19-Sep-22	6 - Coal Creek (L4) = 3 Crews (#12, 13, & 14) + CREW #24													
7 - The Enclave (L2) - 2 Crews (#15 & 16)	85 Lots	4 Days/Lot X 2	170	10-Mar-22	27-Sep-22	7 - The Enclave (L2) - 2 Crews (#15 & 16)													
8 - Davidson Mesa (U1) = 3 Crews (#17, 18, & 19) + CREW #25	130 Lots	5 Days/Lot X 4	163	14-Mar-22	22-Sep-22	8 - Davidson Mesa (U1) = 3 Crews (#17, 18, & 19) + CREW #25													
9 - South of Hwy 36 (L2) = 1 Crew (#20)	33 Lots	5 Days/Lot X 1	165	15-Mar-22	26-Sep-22	9 - South of Hwy 36 (L2) = 1 Crew (#20)													
Relocate & Assist @ Rock Creek (S3) w/ 2 Crews (#3 & 4)	16 Lots	3 Days/Lot X 2	24	15-Aug-22	12-Sep-22	Relocate & Assist @ Rock Creek (S3) w/ 2 Crews (#3 & 4)													
Relocate & Assist @ South of Hwy 36 (L2) w/ CREW #22	7 Lots	5 Days/Lot X 1	35	15-Aug-22	24-Sep-22	Relocate & Assist @ South of Hwy 36 (L2) w/ CREW #22													
Disposal																			
Metal Recyclers																			
Rocky Mountain Recycle	4,500 Tons	-15 LDDY	175	24-Feb-22	19-Sep-22	Rocky Mountain Recycle													
Landfills																			
Foothills Landfill (Republic)	11,000 LDs	-80 LDDY	175	24-Feb-22	19-Sep-22	Foothills Landfill (Republic)													
Front Range Landfill (Waste Connections)	5,500 LDs	-40 LDDY	175	24-Feb-22	19-Sep-22	Front Range Landfill (Waste Connections)													
Concrete Recyclers																			
Allied Concrete Recycle	5,000 LDs	-30 LDDY	175	24-Feb-22	19-Sep-22	Allied Concrete Recycle													
Colorado Aggregate Recycling	15,000 LDs	-100 LDDY	175	24-Feb-22	19-Sep-22	Colorado Aggregate Recycling													
Trucking																			
Approx. 90 - 100 Trucks Required to Support Removals	41,000 LDs	-265 LDDY	175	24-Feb-22	19-Sep-22	Approx. 90 - 100 Trucks Required to Support Removals													
Hazard Trees																			
Cut, Process, & Recycle Hazard Trees	2,280 EA	5 - 50 Trees/DY	150	06-Apr-22*	30-Sep-22	Cut, Process, & Recycle Hazard Trees													
Erosion Controls																			
Soil Stabilization, Erosion Controls, & Safety Fencing	1,110 Lots		150	16-Apr-22*	11-Oct-22	Soil Stabilization, Erosion Controls, & Safety Fencing													
Site Restoration & Demobilization																			
Final Punchlist, Site Restoration, & DMS Closure			20	23-Sep-22	15-Oct-22	Final Punchlist, Site Restoration, & DMS Closure													
Demobilization			5	12-Oct-22	17-Oct-22	Demobilization													

— Remaining Level of Effort
— Remaining Work
— Critical Remaining Work
 ◆ Milestone

Boulder - Marshall Fire Debris Removal
Odin Construction Solutions

Date	Revision	Checked	Approved
01-Feb-22	Proposal Schedule -BASELINE	Keith M.	Trey M.
01-Feb-22	Proposal Schedule -ALTERNATE (+5 Crews)	Keith M.	Trey M.



04 Rate Sheet

UPDATED RATE SHEET

A	Description	Est quantity per parcel ¹ or units	Unit price		Total
			D	E	
B	C ¹	D	E	F	
1	Disaster Debris Removal Crews ²	20	\$ 10,000.00	Per Crew	\$ 200,000.00
2	Debris Management Site (DMS) Management ³	1	\$ 3.00	Per CY	\$ 3.00
3	Scale Set-up (if needed)	1	\$ 30,000.00	Per Scale	\$ 30,000.00
4	Inspection Tower	6	\$ 12,500.00	Per Tower	\$ 75,000.00
5	Scissor Lift	6	\$ 35,000.00	Per Lift	\$ 210,000.00
6	DMS Closure	1	\$ 50,000.00	Per DMS	\$ 50,000.00
7	Per Parcel Debris, Ash, Vegetative, and Incidental Soil ⁴	89 c.y.	\$ 595.00	Per Parcel	\$ 52,955.00
8	Per Parcel Concrete Removal without fill ⁴	40 c.y.	\$ 180.00	Per Parcel	\$ 7,200.00
9	Per Parcel Concrete Removal with fill ⁴	81 c.y.	\$ 105.00	Per Parcel	\$ 8,505.00
10	Per Parcel Metal Removal ⁴	79 c.y.	\$ 10.00	Per Parcel	\$ 790.00
11	Per Parcel Asbestos Removal and Disposal ⁴	39 c.y.	\$ 515.00	Per Parcel	\$ 20,085.00
12	Per Parcel Soil Removal, Re-Scrape, Disposal as needed ⁴	50 c.y.	\$ 70.00	Per Parcel	\$ 3,500.00
13	Vehicles Abatement ⁵	1,336	\$ 145.00	Per Vehicle	\$ 193,720.00
14	Hazard Trees removed 6-12" ⁶	1	\$ 300.00	Per Tree	\$ 300.00
15	Hazard Trees removed 12.1-24" ⁶	1	\$ 300.00	Per Tree	\$ 300.00
16	Hazard Trees removed 24.1-36" ⁷	<1	\$ 1,000.00	Per Tree	\$ 1,000.00
17	Hazard Trees removed 36.1" ⁷	<1	\$ 3,000.00	Per Tree	\$ 3,000.00
18	Hazard Limbs (2" ⁷ in diameter) ⁷	<1	\$ 300.00	Per Tree	\$ 300.00
19	Stumps (24" ⁷ in diameter) ⁷	<1	\$ 650.00	Per Stump	\$ 650.00
20	Unit Rate for Debris, Ash, & Incidental Soil Disposal ⁸	89 c.y.	\$ 45.00	At Cost	\$ 4,005.00

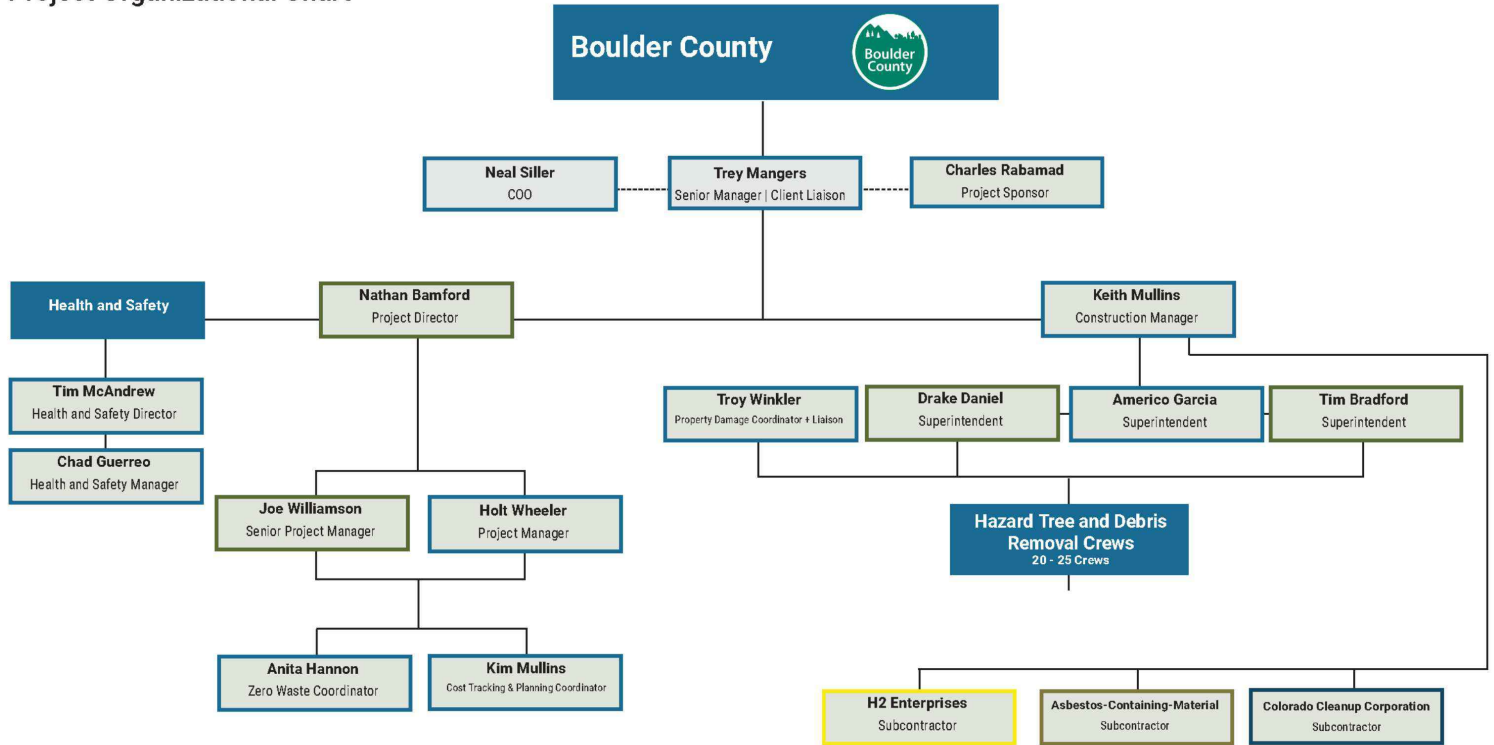
21.a	Unit Rate for Concrete and brick disposal/recycling ⁸	81 c.y.	\$ 10.00	At Cost	\$ 810.00
21.b	Unit Rate for Reinforced Concrete disposal/recycling ⁸	81 c.y.	\$ 10.00	At Cost	\$ 810.00
22	Unit Rate for Metal Recycling (include rebate if applicable) ⁸	79 c.y.	\$ (200.00)	At Cost Per Ton	\$ (15,800.00)
23	Unit Rate for Vegetative Debris Disposal ⁸	10 c.y.	\$ 1.00	At Cost	\$ 10.00
24	Appliances with CFCs ^{8,9}	<1	\$ 50.00	At Cost	\$ 50.00
25	E-Waste ^{8,10}	<10	\$ 1.00	At Cost Per Pound	\$ 10.00

NOTES:

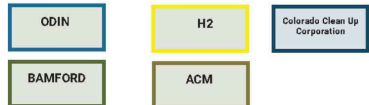
1. Refer to column E to determine if price requested is per unit (such as per vehicle or per tree) or per parcel.
2. This is a one-time mobilization (including traffic control, tree hazard crews, asbestos crews, air quality monitoring, and dust control) rate per Disaster Debris Removal Crew for the entire project.
3. The unit price refers to each cubic yard of material that is reduced. The County does not currently anticipate that Contractor will be authorized to reduce material at the DMS or otherwise. Bidders should include a unit price Per CY for material reduction at the DMS in the event that this work is authorized.
4. These items will be paid per parcel. The "Est quantity per parcel" column includes the average estimate of the quantity of each type of material per parcel to help guide your proposal. Calculate the Unit Price using the estimated CY of material multiplied by your proposed CY rate to develop your per parcel rate. For example, in line item 7, there is an estimate of 89 CY of "debris, ash, vegetative, and incidental soil" on each parcel. For a price of \$2.00 per CY, Enter \$2.00 in Column D x 89 = \$178. Enter \$178 in column F.
5. Please calculate line item 13 by multiplying 1,336 by your per vehicle price (Column D) and enter the total into column F.
6. For line items 14 and 15, Column C estimates that there is approximately 1 tree on each parcel.
7. For purposes of calculating line items 16-19, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that there will be less than 1 tree of each size or stump per parcel.
8. For purposes of calculating line items 20-25, please provide your estimated actual costs for disposal or recycling.
9. For purposes of calculating this line item, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that each parcel has less than 1 appliance with CFCs. Most properties with CFC appliances no longer contain CFCs.
10. For purposes of calculating this line item, use the whole number 10 as the multiplier, even though column C indicates less than 10. It is estimated that each parcel has less than 10 items of E-Waste. Most electronics were destroyed in the fire.

05 Key Personnel

Project Organizational Chart



LEGEND





Neal M. Siller
COO

Neal is the vice president and chief operating officer of Odin and is based in Sacramento, California. He manages field opportunities and is instrumental in working with clients to achieve their project goals. He has successfully completed over 150 projects. Neal is committed to the client's needs, to completing projects on time, and most of all, to safety. His expertise will be valuable to your project.

EDUCATION, TRAINING & CERTIFICATIONS

- M40-Hour Hazardous Waste Operations Training
- 8-Hour Supervisory
- USACE – CQM Course
- NPDES Permitting – SWPPP trained

TECHNICAL EXPERTISE

- Title restoration and habitat
- Wetland development
- Cutoff wall construction
- Earthwork and general heavy civil construction
- Hazardous waste remediation

AWARDS & RECOGNITIONS

- 2020 Project of the Year, Sacramento River East Levee Project, ASCE Sacramento Section
- 2020 Outstanding Environmental Engineering Project of the Year, Bryte Landfill, ASCE Sacramento Section
- 2020 Outstanding Geotechnical Project of the Year, Goldfields 200-Year Levee, ASCE Sacramento Section
- 2020 Outstanding Flood Management Project of the Year, Folsom Dam Raise Dike 8 Project, ASCE Sacramento Section

RELEVANT EXPERIENCE

2021, CalRecycle, 2020 Fires Debris Removal & Hazard Tree Removal Services, Inland Counties, California

More than 8,000 wildfires ravaged California in 2020, burning a devastating 4,000,000+ acres of communities and wildlife habitats. Our work will begin a new chapter of construction and regrowth in Lake, Mendocino, Napa, Solano, Sonoma, and Yolo counties. This \$226M project includes the preparation, removal, transportation, and recycling/disposal of metals, ash, debris, concrete foundations/flatwork, approximately 170,000 dangerous trees, and contaminated soil on residential properties due to the 2020 wildfires.

November 2020 - July 2021, CalRecycle, Paradise Tree Felling, Paradise, California

The Camp Fire has impacted Butte County immensely. To date, it is estimated that over 600,000 and up to 1,200,000 trees were destroyed or damaged by the wildfire. It is estimated that up to 300,000 of these trees are Hazard Trees endangering the public at large on roadway networks and near public structures. Odin and its partners were tasked with felling and managing all hazardous trees within the city limits of Paradise. Activities included felling of trees, hauling of trees to an end use facility, and cleaning each lot of tree debris in order for the property owners to return. About 40,000 trees were removed from the town and hauled to the end use facility.

June 2019 - September 2019, Ceres, Camp Fire Cleanup, Paradise, California

Odin's crews worked for 3 months cleaning more than 150 lots in the rural areas surrounding Paradise. The extreme terrain and difficult access creating obstacles and safety concerns in which Odin was successfully able to manage. Odin's crews safely and efficiently cleaned and off hauled over 30,000 tons of burn debris.

January 2019 - January 2020, CalRecycle, Paradise Wildfire Cleanup Base Camp, Oroville, California

We were contracted to build and manage a temporary housing site which included a kitchen and recreation facility to house the fire debris cleanup crews working on the Butte County fire cleanup project. Our scope included: grading of procured land in order to stage and assemble temporary housing units/dormitories; installation of aggregate base rock for work pad and parking areas; and construction of temporary infrastructure facilities, including lighting, temporary waste water treatment plant, power generation, and supply of water. Our team was also responsible for the rental and assembly of 1,500-bed temporary housing units, including but is not limited to, leveling the units, furnishing each unit, hooking up all necessary utilities water, sewage, electricity, internet, and cable TV. Also, our scope of work included management of camp site including but not limited to security, check-in of residents, on site EMS, on site safety officer, IT support, parking management and other miscellaneous tasks as needed by the residents.

January 2019 - November 2019, CalRecycle, Metal Recycling Facility, Oroville, California

Given Odin's background in dealing with California Fire Cleanup projects, we were able to design, construct and operate a metal recycling facility to support the cleanup of Paradise and the surrounding effected areas devastated by the 2018 Camp Fire. Odin's recycling facility was designed specifically to handle the extreme amount of truck traffic hauling recyclable metals and burned vehicles from the affected areas to the facility located in Oroville, CA. The facility operates in severe weather conditions 12-15 hours per day and 6 days per week. Due to the efficient design of the facility, trucks are weighed in a timely manner, unloaded and returned to the affected areas saving time and money. During the cleanup efforts the facility has unloaded, processed and recycled approximately 75,000 tons of metal and over 20,000 vehicular units.



Charles Rabamad

Project Sponsor

Charles joins our team with more than 33 years of professional experience, including 26 years in disaster response and recovery.

In Charles' tenure with Cal OES, he was involved with every state and federally declared disaster since the 1989 Loma Prieta earthquake. Charles has a wealth of knowledge and experience with infrastructure projects, disaster housing solutions, debris removal, environmental and historical preservation processes, project monitoring, project management, and Federal and State procurement processes. He was appointed by Governor Brown three times as the Assistant Director for Recovery at the Governor's Office of Emergency Services and once as the Special Advisor to the Director. Charles will lead Odin Construction Solutions, Inc. Emergency Response and Recovery projects.

EDUCATION, TRAINING & CERTIFICATIONS

- Bachelor of Science, Civil/Structural Engineering, Cogswell Polytechnical

PROFESSIONAL AFFILIATIONS

- Board of Directors, Community Housing Opportunities Corporation

AWARDS & RECOGNITIONS

- 2020 Outstanding Geotechnical Project of the Year, Goldfields 200-Year Levee Project, ASCE Sacramento Section
- 2019 Project of the Year, Camp Fire Debris Removal and Services Project, ASCE Region 9 and ASCE Sacramento Section

RELEVANT EXPERIENCE

November 2020 - July 2021, CalRecycle, Paradise Tree Felling, Paradise, California

Program Advisor/ Project Manager

The Camp Fire has impacted Butte County immensely. To date, it is estimated that over 600,000 and up to 1,200,000 trees were destroyed or damaged by the wildfire. It is estimated that up to 300,000 of these trees are Hazard Trees endangering the public at large on roadway networks and near public structures. Odin and it's partners were tasked with felling and managing all hazardous trees within the city limits of Paradise. Activities included felling of trees, hauling of trees to an end use facility, and cleaning each lot of tree debris in order for the property owners to return. About 40,000 trees were removed from the town and hauled to the end use facility.

December 2020 - October 2021, CalRecycle, 2020 Fires Debris Removal & Hazard Tree Removal Services, Inland Counties, California

Program Advisor/ Project Manager

More than 8,000 wildfires ravaged California in 2020, burning a devastating 4,000,000+ acres of communities and wildlife habitats. Our work will begin a new chapter of construction and regrowth in Lake, Mendocino, Napa, Solano, Sonoma, and Yolo counties. This \$226M project includes the preparation, removal, transportation, and recycling/disposal of metals, ash, debris, concrete foundations/flatwork, approximately 170,000 dangerous trees, and contaminated soil on residential properties due to the 2020 wildfires.

May 2020 - October 2020, TRLIA, 200-Year Goldfields Soil-Bentonite Cutoff Wall, Yuba County, California

Project Manager

Odin constructed approximately 557,400 SF of Soil Bentonite cutoff wall using open trench method utilizing two(2) long reach excavators. Depth of Cutoff wall varies between 40 and 70 feet. Odin worked safely under four locations of PG&E high power lines and around temporary drainage bypass.

April 2020 - October 2020, US Army Corps of Engineers, Marysville Ring Levee Phase 2C, Marysville, California

Project Manager

The Marysville Ring Levee Phase 2C project is in Yuba County, CA on the right bank of the Yuba River, in the city of Marysville. The project consists of degrading a section of the levee, constructing an approximately 90' deep cutoff wall using the Deep Mix Method, and reconstructing the degraded levee section.

Governor's Office of Emergency Services, Response and Recovery

As the Assistant Director for the Disaster Recovery with the California Governor's Office of Emergency Services (Cal OES), Charles managed the Public Assistance, Individual Assistance, Hazard Mitigation and Technical Assistance Programs. He served as the Alternate State Coordinating Officer and the Governor's Authorized Representatives for multiple major disaster events including the 2014 Napa Earthquake, 2014 Valley and Butte fires, 2017 Floods, 2017 October and December Fires and finally, the deadliest and most destructive wildfire in California history the 2018 Camp Fire. In total, Charles oversaw more than \$6 Billion in approved disaster funding. He was appointed by Governor Brown three times as the Assistant Director for Recovery at the Governor's Office of Emergency Services and once as the Special Advisor to the Director. Previously, Charles served in several positions since 1991, including Program Manager I and II, Public Assistance Officer and Disaster Assistance Specialist. In this capacity, Charles was responsible for all the fire and flood debris operations, insuring all debris projects are in compliance with the California and the FEMA Disaster Recovery Programs.



NATHAN BAMFORD

Project Director – J.W. Bamford, Inc.

As the Owner/Program Manager for J.W. Bamford, Inc., Nathan oversees all projects and ensures that work performed meets contractual requirements to the highest standards possible. With his 30 years of logging, on top of his postfire disaster relief experience, Nathan is skilled at maintaining deadlines, meeting budgets, and reliably delivering the high level of performance J. W. Bamford is known for.

2021, CalRecycle, 2021 Fires: Structural Debris & Hazard Tree Removal Services, Northern, CA J.W. Bamford, Inc. was awarded as BOP Joint Venture along with Odin Construction Solutions and P31 Enterprises, Inc. for the 2021 Fires, Operation 1, performing postfire structural debris and hazard tree removal. The work they are performing is in Plumas, Tehama, Trinity, Lassen, and Siskiyou Counties. This project consists of multiple fires including the Dixie Fire, which was the largest single, non-complex fire in California's history burning a record of 963,309 acres and destroying at least 1,329 structures. BOP is projected to remove over 15,000 hazard trees and more than 1000 structures by the completion of this project.

2021, CalRecycle, Camp Fire Hazard Tree Removal, Paradise, CA In 2018, after the Camp Fire located in Paradise, CA, it is estimated that over potentially 1,200,000 trees were destroyed or damaged due to this disaster. It is thought that up to 300,000 of these trees were deemed hazard trees endangering the public rights-of-way and structures. J.W. Bamford, Inc. partnered with Odin Construction, P31 Enterprises, Inc., and Sukut Construction as SOPB Joint Venture and were awarded to remove all hazardous trees within the city limits of Paradise, CA. Almost 40,000 trees were removed in total from this project.

2019, Ceres, Camp Fire Debris Removal, Paradise, CA On November 8th, 2018, the Camp Fire destroyed multiple towns in Northern California with a total burn scar of 153,336 acres. J.W. Bamford's crews cleaned approximately 1207 lots in unincorporated Butte County outside of the town of Paradise. With extreme terrain and difficult access creating obstacles, J.W. Bamford was successfully able to manage their crews safely and efficiently ultimately cleaning and hauling off over 327,334 tons of metal, concrete, ash/debris, and contaminated soils.

2018, PG&E, Hazard Tree Removal, Arborworks, Inc., Paradise, CA After the Camp Fire devastated Paradise, CA hundreds of thousands of dead and dying trees were a threat to PG&E's utility infrastructure. J.W. Bamford partnered with P31 Enterprises Inc. who subcontracted under Arborworks, Inc. to remove all assigned hazard trees threatening their powerlines. They supplied line clearance certified climbers to be able to safely remove these trees within 10 feet of an energized line. They performed all tree and slash removal and decked the logs onsite to be removed by another contractor for PG&E

2017, Fire Debris Management, Ceres Environmental Services, Mendocino & Napa Counties, CA In 2017, the North Bay Fires burned hundreds of thousands of acres throughout Napa, Sonoma, and Mendocino counties. The Redwood Complex Fire burned 36,523 acres and destroyed 545 structures. J.W. Bamford Inc. partnered with P31 Enterprises, Inc. and performed debris removal for about 100 burned homes in the Redwood Valley area subcontracting under Ceres Environmental.

2016, Drought and Tree Mortality, Phillips & Jordan, Mariposa County, CA The Drought and Tree Mortality project consisted of removing hazard trees due to mass mortality of bark beetle infestation in Mariposa County. This devastation effected more than 100 million trees in California alone creating a safety concern for the public right-of-way. J.W. Bamford inc. worked under Phillips and Jordan and performed all aspects of felling, removal, and disposal of all assigned hazard trees.

PROFESSIONAL CERTIFICATIONS

- Licensed Timber Operator



Trey Mangers

Senior Manager | Client Liaison

Trey has 19 years of industry experience and serves as Vice President of Midwest Operations for Odin Construction Solutions in the Denver, Colorado office. As a Project Director, his responsibilities include estimating, cost control development and management, developing and implementing quality control programs, and project management.

EDUCATION, TRAINING & CERTIFICATIONS

- Bachelor of Science - Environmental Science Metropolitan State College of Denver, CO
- OSHA Construction 10 Hr
- OSHA Construction 30 Hr
- OSHA 40 Hr HAZWOPER
- OSHA 8 Hr HAZWOPER Supervisor
- Hazardous Materials Responder Voluntary Certification
- U.S. DOT & IATA Nuclear Gauge Safety Training - Operation and Transport
- DOT/HM-126F HAZMAT Training (49 CFR 172, Subpart H)
- USACE Construction Quality Management (CQM) for Contractors
- Excavation & Trenching Awareness Program
- Incident and Injury-Free® Trainer

TECHNICAL EXPERTISE

- Environmental Remediation
- Slurry Wall Construction
- Permeable Reactive Barrier Construction
- Landfill Construction
- Wetlands Construction
- In Situ Soil Stabilization

RELEVANT EXPERIENCE

October 2020 - April 2021, Xcel Energy, RMEC Pond Closure, Keenesburg, Colorado
Odin was contracted to perform design and construction services to a power plant for the construction of a water storage pond and the removal of sludge from their existing water storage pond. Construction included approximately 38,000 CY of earthwork and lining the pond with approximately 5.5 acres of polyethylene geomembrane. The pond cleanout activity involved soil mixing and offsite disposal of a saturated lime sludge material, using conventional earthwork equipment. The final disposal quantity of the sludge-soil mix was approximately 34,000 Tons. After removal of the sludge material, the existing clay liner was repaired to original elevations using an onsite source of clay material, which was placed and compacted to meet the minimum site permeability requirement of 1×10^{-6} cm/s. After placement of the liner material, the slopes of the pond were protected with additional riprap placement. Approximately 10,000 CY of clay was placed to bring the liner back to grade.

September 2019 - January 2020, United Water and Sanitation District, Milliken Reservoir, Slurry Wall C2, Milliken, Colorado

Odin constructed a soil-bentonite cutoff wall to a depth of 48'. The project included installation of approximately 7,690 LF soil-bentonite cutoff wall; outlet pipe installation and backfill; grading including excavation, transport, and backfill; dewatering cutoff wall installation, and miscellaneous infrastructure and appurtenances improvements. The project entailed multiple active utility crossings in which extra precautions and care were required during slurry wall installation. Two long-reach excavators, one PC-1250 and one PC-800 were utilized on two separate headings for slurry wall installation.

May 2018 - November 2018, Valmont CCR Impoundment Closure, Boulder, Colorado

The project consisted of removal of fly and bottom ash residuals from two sheetpile impoundments located centrally within three reservoirs (Leggett, Hillcrest, and Valmont) at the Valmont Power Station in Boulder, Colorado. The team removed approximately 10 million gallons of stored water within two ash impoundments prior to sheetpile and ash removal. We removed existing sheetpile (~66,000 SF) to facilitate ash removal (~61,000 CY) within the existing impoundments. Upon removal of sheetpile and ash material, embankment slope construction was completed including placement of general fill, geotextile, and riprap. All ash material was transported and disposed within the on-site disposal facility. Temporary intermediate cover was constructed over placed ash material within the disposal facility until a final cover system is constructed upon plant demolition. Additional scope of work included closure of an existing coal yard, reservoir lowering, sediment removal, and cofferdam construction.

2018, Pawnee East Landfill Cell 1, Fort Morgan, Colorado

The team was contracted to construct a 13 acres cell for storage of bottom ash. The cell was lined with geosynthetic clay liner, 60 ml HDPE geomembrane, and a geocomposite drainage liner. A protective cover was installed on the completed liner system and included a perforated leachate piping system with ballast rock, perforated pipe, and wrapped with geotextile. The project was completed with no injuries, no recordables, and no non-conformance reports.

2016, Arapahoe Station Civil Work, Denver, Colorado

The Arapahoe Station project entailed coal combustion residuals (CCR) removal at a former 56 acre, 4 boiler, coal-fired power plant that was capable of generating 246 megawatts of electricity during peak demand. The team provided excavation and off-site disposal of more than 421,000 tons of waste coal and fly ash generated during plant operations. Once all waste material had been removed, the team completed final grading and construction of surface water features and controls. Final design regrading required cut and fill placement of 372,000 CY of backfill material. In addition, we constructed 1,200 LF of surface water controls and 360,000 SF of infiltration pond. Special environmental controls specific to the closure of six coal ash storage ponds were required. Water management during excavation was also critical to ensure no contaminants migrated to the South Platte River adjacent to the site. Excavated waste material was stockpiled and then transported to a client-approved Subtitle D landfill using side dump tractor trailer trucks.



Keith Mullins

Construction Manager

Keith has 21 years of experience in the construction industry, including 18 years in environmental remediation, civil earthwork, slurry cutoff walls, and landfill operations. His experience includes large earthwork-oriented mine reclamation projects, landfill operations, grade and fill operations, and construction of miscellaneous caps and covers. Keith is also a former Heavy Equipment Operator with experience in the mining industry, including earth moving and construction of containment ponds, leach pads, roads, tailings dams, and large scale cut and fills operations.

EDUCATION, TRAINING &

CERTIFICATIONS

- OSHA 40 Hr HAZWOPER
- OSHA 8 Hr HAZWOPER Supervisor
- OSHA Confined Space Awareness
- OSHA Health and Safety Officer Training Course
- OSHA Hazard Communications
- OSHA Asbestos Awareness
- National Safety Council First Aid/CPR

TECHNICAL EXPERTISE

- Earthwork and Mine-Related Construction
- Fill and Grade Operations
- Cap and Cover Construction
- Hazardous Waste Remediation
- Hazardous Waste Landfill Operations

RELEVANT EXPERIENCE

December 2020 - October 2021, CalRecycle, 2020 Fires Debris Removal & Hazard Tree Removal Services, Inland Counties, California

Program Advisor/ Project Manager

More than 8,000 wildfires ravaged California in 2020, burning a devastating 4,000,000+ acres of communities and wildlife habitats. Our work will begin a new chapter of construction and regrowth in Lake, Mendocino, Napa, Solano, Sonoma, and Yolo counties. This \$226M project includes the preparation, removal, transportation, and recycling/disposal of metals, ash, debris, concrete foundations/flatwork, approximately 170,000 dangerous trees, and contaminated soil on residential properties due to the 2020 wildfires.

March 2019 - August 2019, CalRecycle, Woolsey Fire Cleanup, Ventura, California

Worked with the contractor who was hired by CalRecycle (which was tasked by the California Department of Emergency Services - CalOES) to manage coordinated debris removal projects in Ventura and Los Angeles Counties to remove fire debris material from parcels where structures were destroyed by the Woolsey and Hill Fires. Over 1,800 parcels contained structures destroyed or damaged by the wildfires, which were on private property that required individual property owners to sign a 'Right-of-Entry' form for CalRecycle and its Contractors to perform this work. Rapid response action was necessary to protect response personnel and the public from potential exposure. The work included proper identification, handling, and removal of structural ash and debris (including asbestos). Best management practices were used for undertaking the removal of these materials. These best management practices and standardized methods provided a consistent approach for conducting emergency removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment.

August 2018 - October 2018, CalRecycle, Klamathon Fire Debris Removal and Recovery Services, Siskiyou County, California

After the wildfire in Siskiyou County, California, was contained on July 21, 2018, we were contracted to remove burn ash, recyclable metals, concrete, and overexcavated soil from burned building areas, and provided related support services such as dust control, soil and ash sampling, installation of erosion control, community air monitoring, and the removal of hazard trees. An initial mobilization of five crews was required within the first 48 hours and up to 10 crews were used at any given time. Crews worked in Level C personal protective equipment (PPE) and completed an average of one lot per two shifts. Every employee had OSHA 40 hour HAZWOPER training, received a physical exam, and was fit tested for a respirator prior to coming to the site. Residential burn area material quantities included 170 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 80 tons of overexcavated soil. Scope of work also included asbestos abatement and chimney removal.

October 2017 - March 2018, CalRecycle, Wind Complex Fire Debris Removal, Yuba, Nevada & Butte Counties, California

CalRecycle was tasked by the California Department of Emergency Services (CalOES) to manage and coordinate a debris removal project in Butte, Nevada, and Yuba Counties, California, to clear away fire debris material from residential structures destroyed by the Wind Complex Fires. Odin successfully removed a total of 500 CY of asbestos, 2,000 tons of metal, 30,000 tons of debris, 7,300 tons of concrete, and 6,400 tons of contaminated soil and transported it to the appropriate landfill or recycling facility. More than 100 acres were cleared, including the mill site, borrow areas, tailings placement area, and ancillary creek drainages. Clearing and grubbing was followed by the demolition of the concrete structures and foundations and construction of an interim haul road and excavation or stripping of all visible mine tailings, chat (waste), and demolition debris. Excavated materials were hauled to the tailings placement area for disposal. Waste was placed in 12" lifts and was sloped to prevent ponding. Once tailings removal was completed, final grading of the former mill area and tailings area began. All stormwater controls remained in place until the final site restoration was completed. In all, more than 365,000 CY of chat and tailings were excavated.


 TW

Troy Winkler

Property Damage Coordinator & Liaison

Troy has over 35 years of environmental remediation and construction experience to include numerous projects at Rocky Mountain Arsenal (RMA) and the Pueblo Chemical Depot. His management experience includes environmental coordination and compliance on large-scale demolition and decontamination projects, waste treatment and disposal operations, civil earthwork projects, incineration activities and environmental coordination and compliance. Site Superintendent responsible for job site set-up / logistics, vendor / subcontractor management, procurement and scheduling of equipment, establishment of safety culture and all workforce planning activities to include the management of up to 40 employees/contractors/vendors on any given project.

EDUCATION, TRAINING & CERTIFICATIONS

- Hazardous Waste Operations Training
- Radiation Worker II Training
- Rigging and Hoisting Safety Training
- 1910.126 Construction Safety Training
- Department of Hazardous Materials Training / HM 181, HM 126
- Confined Space Training
- Hazardous Materials Site Supervisors' Training
- Lead Inspector Certification
- Certified Forklift Operator

RELEVANT EXPERIENCE

March 2019 - August 2019, CalRecycle, Woolsey Fire Cleanup, Ventura, California

Worked with the contractor who was hired by CalRecycle (which was tasked by the California Department of Emergency Services - CalOES) to manage coordinated debris removal projects in Ventura and Los Angeles Counties to remove fire debris material from parcels where structures were destroyed by the Woolsey and Hill Fires. Over 1,800 parcels contained structures destroyed or damaged by the wildfires, which were on private property that required individual property owners to sign a 'Right-of-Entry' form for CalRecycle and its Contractors to perform this work. Rapid response action was necessary to protect response personnel and the public from potential exposure. The work included proper identification, handling, and removal of structural ash and debris (including asbestos). Best management practices were used for undertaking the removal of these materials. These best management practices and standardized methods provided a consistent approach for conducting emergency removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment.

Virgin Islands Federal Housing Authority, Hurricane Maria Emergency Home Repair, US Virgin Islands

Oversight of all tasks and deliverables related to the work including health and safety, quality control, scheduling, project controls, staffing, project communication and reporting. Performed residential construction rehabilitation projects, including case management, for the Virgin Islands Federal Housing Authority. Responsibility included minor housing repair on a large scale, developing and maintaining record keeping systems.

Holden Mine Remediation, Chelan, Washington

Superintendent/Logistics Coordinator. The Holden Mine Remediation project involves the remediation of a former copper mine on the upper reaches of Lake Chelan. This remote site, located deep in the Cascade Mountains, is now operated as a Lutheran Church retreat. All access to the site is via barge and U.S. Forest Service roads. Early actions to prepare the mine site for remediation included access road improvements, installation of a bridge on the site access road, stump removal, clearing of site vegetation, and investigative drilling support. Remedial construction includes demolition of remaining mine structures, re-grading and capping of mine tailings, re-routing and re-construction of a stream adjacent to the tailings, and the installation of slurry cutoff walls to protect the stream from impacted waters leaching from the tailings piles. Challenges include working on an ongoing 17-day man-camp rotation. Based on our performance in 2011, our team was awarded two additional seasons worth of work at this location and is continuing with major reclamation activities, including the relocation and reconstruction of nearly one mile of Railroad Creek.

Rocky Mountain Arsenal (RMA), Sand Creek Lateral, Commerce City, Colorado

Provided environmental compliance support on this meticulous project involving the select excavation of Human Health Exceedance (HHE) and Biota soils from along and within the alignment of the Sand Creek Lateral. The primary objective of the project was the removal of 51,000 CY of HHE soil and 77,000 CY of Biota soil for disposal in the hazardous waste landfill, enhanced landfill (ELF) or Basin A notch as appropriate.

RMA, ELF Cover Construction, Commerce City, Colorado

Superintendent/Environmental Coordinator on this project that included the construction of a RCRA Cap/Cover System over the Triple Lined Enhanced Hazardous Waste Landfill at the US Army CERCLA/Superfund Rocky Mountain Arsenal Site in Commerce City, Colorado. Construction included a multi-layered landfill cover system for a 26 acre / 1.2M CY capacity hazardous waste landfill.



Americo Garcia
Superintendent

Americo has more than 20 years of experience in sediment and soil remediation, demolition, and industrial cleaning, and serves as a Superintendent for Odin Construction. His remediation experience includes dredging and handling contaminated sediment, removal of underground piping and excavation of contaminated soil. He is responsible for implementing technical and operational aspects of the project and oversees the day-to-day activities at sites. He brings a depth of knowledge of safety and operational procedures for remediation projects. Americo is bilingual in both English and Spanish and has served as a translator for the crew.

EDUCATION, TRAINING & CERTIFICATIONS

- 40-Hour OSHA HAZWOPER 29 CFR 1910.120)
- 8-Hour OSHA HAZWOPER Refresher (29 CFR 1910.120)
- OSHA 29 CFR 1910.120 Certified Hazardous Waste Site Supervisor
- Confined Space Entry & Rescue
- First-Aid and CPR
- 30 Hour OSHA Standard for the Construction Industry
- Heavy Equipment Operator
- Respirator Fit test (29 CFR 1910.120)
- Competent Person on Excavation and Trenching (29 CFR Part 1926)
- 150 MOE
- Fall Protection (29 CFR Part 1926)
- Lock-out/Tag Out (29 CFR 1910.147)
- Basic Vacuum Equipment Operation and Maintenance Start-up

RELEVANT EXPERIENCE

December 2020 - Current, CalRecycle, 2020 Fires Debris Removal & Hazard Tree Removal Services, Inland Counties, California

More than 8,000 wildfires ravaged California in 2020, burning a devastating 4,000,000+ acres of communities and wildlife habitats. Our work began a new chapter of construction and regrowth in Lake, Mendocino, Napa, Solano, Sonoma, and Yolo counties. This \$226M project included the preparation, removal, transportation, and recycling/disposal of metals, ash, debris, concrete foundations/flatwork, approximately 170,000 dangerous trees, and contaminated soil on residential properties due to the 2020 wildfires.

October 2020 - April 2021, Xcel Energy, RMEC Pond Closure, Keenesburg, Colorado

Odin was contracted to perform design and construction services to a power plant for the construction of a water storage pond and the removal of sludge from their existing water storage pond. Construction included approximately 38,000 CY of earthwork and lining the pond with approximately 5.5 acres of polyethylene geomembrane. The pond cleanout activity involved soil mixing and offsite disposal of a saturated lime sludge material, using conventional earthwork equipment. The final disposal quantity of the sludge-soil mix was approximately 34,000 Tons. After removal of the sludge material, the existing clay liner was repaired to original elevations using an onsite source of clay material, which was placed and compacted to meet the minimum site permeability requirement of 1×10^{-6} cm/s. After placement of the liner material, the slopes of the pond were protected with additional riprap placement. Approximately 10,000 CY of clay was placed to bring the liner back to grade.

September 2018 - November 2018, Superintendent, Paint Sludge Impacted Material Removal, Hillburn, New York

Superintendent for the excavation of paint sludge, VOC and metals contaminated material from steep side slopes and valleys. Work included strict adherence to SESC regulations, waste profiling/management, dewatering and soil conditioning for moisture content.

Health and Safety Officer, In-Situ Stabilization Project, Sayreville, New Jersey

Served as HSO for an ISS project consisting of the management of union workforces to be stabilized in place over 114,000 CY of titanium dioxide sludge. Work included dewatering, infrastructure development, rail car load out of radiologically impacted material and excavation of PCB impacted material. Project hours were in excess of 5,600 man hours with no first aids or OSHA recordables. Superintendent for the management of catastrophic fire related housing, debris and impacted soil. Work included the management of up to 15 independent crews to safely demolish burned homes, garages and businesses located in several counties of southern California. Required client interfacing and coordination of waste loadout and trucking.

March 2014 - August 2014, Superintendent, Warehouse Demolition, Franklin Park, Illinois

Superintendent for the demolition at 11411 Addison Ave., Franklin Park IL formerly MacLean Power Systems, a 300,000 SF warehouse that was razed to make room for a new modern building. The extensive electrical system used for manufacturing included transformers and switch gear were marketed and sold for reuse. The 2000 plus tons of scrap steel were recycled and 6,350 tons of brick/block was crushed and reused. The crushed aggregate was reused on site for building pads and parking lot sub base. The project recycled 95% of all the building materials.



Tim Bradford

Superintendent – J.W. Bamford, Inc.

As a Superintendent for J.W. Bamford, Inc., Tim has an extensive background in field operations for major emergency debris removal projects. Tim is responsible for oversight and has the capabilities of managing a high volume of crews. In addition to his role as a Superintendent, Tim is also a highly experienced equipment operator and possesses a Class A CDL.

2021 Ceres Environmental, Denham Springs, LA Hurricane Ida was a deadly and destructive category 4 hurricane that made landfall in Louisiana in August of 2021. Tim worked with the contractor and consultant, Ceres Environmental and Debris Tech clearing the cities rights-of ways of vegetative and C&D debris. He managed, provided trucks, and a skilled labor force to complete the debris removal for this project.

2021, TFR Enterprises, KY In 2021, Kentucky had a major windstorm that caused its resident's loss of utilities, downed trees, and damaged vehicles and homes. Tim worked with TFR Enterprises clearing vegetative and C&D debris. He managed, provided trucks, and a skilled labor force to complete the debris removal for this project.

2020, TFR Enterprises, Oklahoma City, OK In 2019, major ice storms hit Oklahoma in multiple areas across the state. Tim worked TFR Enterprises managing debris removal crews. He performed logistics, cut, and hauled debris in city-maintained waterways to an approved dump site. Tim was a designated liaison that maintained contact throughout the project with the city manager, monitoring firm, and crews.

2019-2020, Ceres Environmental, El Reno, Calumet, Piedmont, Oklahoma City, OK In 2019, major ice storms hit Oklahoma in multiple areas across the state. Tim worked with Ceres Environmental on this project. He oversaw operations including coordinating with monitoring company, contracted trucks, and hauled debris generated from the ice storm.

2019-2020, H2 Construction/Silver Star Construction, Moore, OK In 2019, major ice storms hit Oklahoma in multiple areas across the state. Tim worked with H2 and Silver Star Construction and managed debris removal crews. He performed logistics, cut, and hauled debris in city-maintained waterways to an approved dump site. Tim was a designated liaison that maintained contact throughout the project with the city manager, monitoring firm, and crews.

2019, Ceres, Camp Fire Debris Removal, Paradise, CA On November 8th, 2018, the Camp Fire destroyed multiple towns in Northern California with a total burn scar of 153,336 acres. J.W. Bamford's crews cleaned approximately 1207 lots in unincorporated Butte County outside of the town of Paradise. With extreme terrain and difficult access creating obstacles, J.W. Bamford was successfully able to manage their crews safely and efficiently ultimately cleaning and hauling off over 327,334 tons of metal, concrete, ash/debris, and contaminated soils.

2018, PG&E, Hazard Tree Removal, Arborworks, Inc., Paradise, CA After the Camp Fire devastated Paradise, CA hundreds of thousands of dead and dying trees were a threat to PG&E's utility infrastructure. J.W. Bamford partnered with P31 Enterprises Inc. who subcontracted under Arborworks, Inc. to remove all assigned hazard trees threatening their powerlines. They supplied line clearance certified climbers to be able to safely remove these trees within 10 feet of an energized line. They performed all tree and slash removal and decked the logs onsite to be removed by another contractor for PG&E

2017, Fire Debris Management, Ceres Environmental Services, Mendocino & Napa Counties, CA In 2017, the North Bay Fires burned hundreds of thousands of acres throughout Napa, Sonoma, and Mendocino counties. The Redwood Complex Fire burned 36,523 acres and destroyed 545 structures. J.W. Bamford Inc. partnered with P31 Enterprises, Inc. and performed debris removal for about 100 burned homes in the Redwood Valley area subcontracting under Ceres Environmental.

2016, Drought and Tree Mortality, Phillips & Jordan, Mariposa County, CA The Drought and Tree Mortality project consisted of removing hazard trees due to mass mortality of bark beetle infestation in Mariposa County. This devastation effected more than 100 million trees in California alone creating a safety concern for the public right-of-way. J.W. Bamford inc. worked under Phillips and Jordan and performed all aspects of felling, removal, and disposal of all assigned hazard trees.

PROFESSIONAL CERTIFICATIONS

- HAZWOPER 40



Joe Williamson

Senior Project Manager – J.W. Bamford, Inc.

As the Senior Project Manager for J.W. Bamford, Inc., Joe is responsible for oversight of large-scale projects for clients including Federal, State, and public local agencies. In addition to his role as the Senior Project Manager, Joe also has proven his abilities as the Lead Bid Estimator and Contract Manager for J.W. Bamford, Inc.

2021, CalRecycle, 2021 Fires: Structural Debris & Hazard Tree Removal Services, Northern, CA J.W. Bamford, Inc. was awarded as BOP Joint Venture along with Odin Construction Solutions and P31 Enterprises, Inc. for the 2021 Fires, Operation 1, performing postfire structural debris and hazard tree removal. The work they are performing is in Plumas, Tehama, Trinity, Lassen, and Siskiyou Counties. This project consists of multiple fires including the Dixie Fire, which was the largest single, non-complex fire in California's history burning a record of 963,309 acres and destroying at least 1,329 structures. BOP is projected to remove over 15,000 hazard trees and more than 1000 structures by the completion of this project.

2021, CalRecycle, Camp Fire Hazard Tree Removal, Paradise, CA In 2018, after the Camp Fire located in Paradise, CA, it is estimated that over potentially 1,200,000 trees were destroyed or damaged due to this disaster. It is thought that up to 300,000 of these trees were deemed hazard trees endangering the public rights-of-way and structures. J.W. Bamford, Inc. partnered with Odin Construction, P31 Enterprises, Inc., and Sukut Construction as SOPB Joint Venture and were awarded to remove all hazardous trees within the city limits of Paradise, CA. Almost 40,000 trees were removed in total from this project.

2019, Ceres, Camp Fire Debris Removal, Paradise, CA On November 8th, 2018, the Camp Fire destroyed multiple towns in Northern California with a total burn scar of 153,336 acres. J.W. Bamford's crews cleaned approximately 1207 lots in unincorporated Butte County outside of the town of Paradise. With extreme terrain and difficult access creating obstacles, J.W. Bamford was successfully able to manage their crews safely and efficiently ultimately cleaning and hauling off over 327,334 tons of metal, concrete, ash/debris, and contaminated soils.

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PROFESSIONAL CERTIFICATIONS

- Licensed Timber Operator
- ISA Certified Arborist/Tree Risk Assessment Qualified (TRAQ)



Holt Wheeler, EIT
Project Manager

Holt is a Project Manager out of our Denver office. He brings 7 years of experience in environmental remediation, civil construction, conventional and drone surveying, and CADD support. Holt is responsible for providing project quality control management during the execution of projects in many aspects, including daily and weekly reporting, production tracking and trending, in-house surveying and CAD support, design review and modification, quality control inspections and documentation (including USACE three-phase inspections), safety observations, and assisting with construction as necessary.

EDUCATION, TRAINING & CERTIFICATIONS

- Bachelor of Science, Mining Engineering, Colorado School of Mines, 2015
- Engineer in Training (EIT)
- FAA Part 107

RELEVANT EXPERIENCE

2021, CalRecycle, 2020 Fires Debris Removal & Hazard Tree Removal Services, Inland Counties, California

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October 2020 - April 2021, Xcel Energy, RMEC Pond Closure, Keenesburg, Colorado

Odin was contracted to perform design and construction services to a power plant for the construction of a water storage pond and the removal of sludge from their existing water storage pond. Construction included approximately 38,000 CY of earthwork and lining the pond with approximately 5.5 acres of polyethylene geomembrane. The pond cleanout activity involved soil mixing and offsite disposal of a saturated lime sludge material, using conventional earthwork equipment. The final disposal quantity of the sludge-soil mix was approximately 34,000 Tons. After removal of the sludge material, the existing clay liner was repaired to original elevations using an onsite source of clay material, which was placed and compacted to meet the minimum site permeability requirement of 1×10^{-6} cm/s. After placement of the liner material, the slopes of the pond were protected with additional riprap placement. Approximately 10,000 CY of clay was placed to bring the liner back to grade.

October 2019 - October 2020, US Army Corps of Engineers, PL84-99 Feather River Levee Repairs, Sutter County, California

The PL84-99 Feather River Levee Repairs is in Sutter County, CA along the right bank of the Feather River. The project consists of removing the existing concrete culver, constructing a 515,000 SF soil-bentonite cutoff wall to depths up to 65', and installing two welded steel pipes over the completed cutoff wall.

August 2019 - December 2019, Milliken Reservoir, Slurry Wall C2, Milliken, Colorado

Odin constructed a soil-bentonite cutoff wall to a depth of 48'. The project included installation of approximately 7,690 LF soil-bentonite cutoff wall; outlet pipe installation and backfill; grading including excavation, transport, and backfill; dewatering cutoff wall installation, and miscellaneous infrastructure and appurtenances improvements. The project entailed multiple active utility crossings in which extra precautions and care were required during slurry wall installation. Two long-reach excavators, one PC-1250 and one PC-800 were utilized on two separate headings for slurry wall installation.

May 2019 - October 2019, Pawnee Pond L, Fort Morgan, Colorado

This project consisted of several remediation activities performed on a previously capped landfill. The team worked to repair a failing cover system installed during the initial closure of the cell, which had developed sinkholes due to settlement of the stored waste and thus compromised the cover system. The sinkholes were located, excavated, and backfilled to provide adequate support for the future liner system. The cell then received fill soil to achieve positive drainage and gentle grades across the landfill top deck, placing approximately 110,000 CY of soil. The final cover system installed was approximately 14 acres of an LLDPE textured liner, Closeureturf (not sure if I can say the brand of grass we used, can just say "artificial turf" if not), and a sand and riprap ballast system. Holt was responsible for managing the quality of work performed on the project, as providing initial, progress, and final UAS and GPS surveys, providing value engineering opportunities for the Client, and tracking daily activities and productions for the project.



Anita Hannon
Zero Waste Coordinator

Anita has over 8 years of environmental remediation and heavy civil construction. She serves as a Project Engineer and is based out of our Denver, Colorado office. Her experience includes implementing quality control programs, environmental coordination and compliance on large-scale Superfund projects, waste treatment and disposal operations, civil earthwork, and slurry cutoff wall projects.

EDUCATION, TRAINING & CERTIFICATIONS

- Bachelor of Science in Civil/Environmental Engineering, University of Washington, June 2013
- 40-Hour Hazardous Waste Operations and Emergency Response training

RELEVANT EXPERIENCE

October 2020 - April 2021, Xcel Energy, RMEC Pond Closure, Keenesburg, Colorado

Odin was contracted to perform design and construction services to a power plant for the construction of a water storage pond and the removal of sludge from their existing water storage pond. Construction included approximately 38,000 CY of earthwork and lining the pond with approximately 5.5 acres of polyethylene geomembrane. The pond cleanout activity involved soil mixing and offsite disposal of a saturated lime sludge material, using conventional earthwork equipment. The final disposal quantity of the sludge-soil mix was approximately 34,000 Tons. After removal of the sludge material, the existing clay liner was repaired to original elevations using an onsite source of clay material, which was placed and compacted to meet the minimum site permeability requirement of 1×10^{-6} cm/s. After placement of the liner material, the slopes of the pond were protected with additional riprap placement. Approximately 10,000 CY of clay was placed to bring the liner back to grade.

2015, Holden Mine Remediation, Chelan, Washington

The Holden Mine Remediation project involved the remediation of a former copper mine on the upper reaches of Lake Chelan. This remote site, located deep in the Cascade Mountains, is now operated as a Lutheran Church retreat. All access to the site is via barge and U.S. Forest Service roads. Early actions to prepare the mine site for remediation included access road improvements, installation of a bridge on the site access road, stump removal, clearing of site vegetation, and investigative drilling support. Subsequent mine reclamation included the demolition of remaining mine structures, regrading and capping of mine tailings, rerouting and reconstruction of nearly 1.5 miles of Railroad Creek (a stream adjacent to the tailings), as well as 1,050' of reconstruction of Copper Creek, and construction of the work pad for the slurry cutoff wall that will protect Railroad Creek from impacted waters leaching from the tailings piles. Challenges included working on an ongoing 17-day man-camp rotation, fire danger, weather delays, design changes, and obtaining regulatory approval for the various phases of work. Work included the jet grout stabilization of tailings slimes, construction of a slag-cement-cement-bentonite cutoff wall and biopolymer collection trench, grading and capping of tailings, and final reconstruction of Copper Creek (a stream that transects the tailings piles prior to joining Railroad Creek).

October 2015 - December 2015, Port Angeles Landfill Stabilization, Port Angeles, Washington

The Port Angeles Landfill Stabilization project involved excavation and transportation of 380,000 CY of municipal refuse and contaminated soil from an existing Landfill Cell to a newly constructed Landfill Cell. The remaining excavation area was regraded and reconfigured to meet geotechnical, seismic stability, and solid waste landfill closure standards. The team also placed 33,000 CY of bentonite amended low permeable soils and nearly 89,000 SY of geosynthetic over the newly completed Landfill Cell. In addition, the project included stabilization of seawall ends to protect the existing structure function, to accommodate the continuing shoreline retreat over time, and minimize environmental impacts. Construction of a 16,591 SF mechanically reinforced earth (MRE) wall to buttress the slope containing remaining refuse was completed. The team also completed improvements to the Dry Creek/shoreline interface to address overtopping events, reduce the destabilization risk at the west-end, add in-stream roughness elements to help maintain stream separation from the access road, and provide access for beach nourishment.

KM

Kim Mullins

Cost Tracking and Planning Coordinator

Kim has more than 10 years of experience in planning, tracking, and supporting operations management and logistics for high-profile disaster recovery and remediation projects. Her responsibilities include cost tracking, planning, forecasting, analysis, and documentation to ensure continuous and flawless operations. Kim provides support to the operational teams by tracking project costs, trucking tickets, and subcontractor/vendor invoices; maintaining project documentation; processing, analyzing, and reporting data; ensuring accounting files and records are accurate and up to date; and responding to and resolving administrative inquiries and questions.

RELEVANT EXPERIENCE

December 2020 - Current, CalRecycle, 2020 Fires Debris Removal & Hazard Tree Removal Services, Inland Counties, California

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March 2019 - August 2019, CalRecycle, Woolsey Fire Cleanup, Ventura, California

Worked with the contractor who was hired by CalRecycle (which was tasked by the California Department of Emergency Services - CalOES) to manage coordinated debris removal projects in Ventura and Los Angeles Counties to remove fire debris material from parcels where structures were destroyed by the Woolsey and Hill Fires. Over 1,800 parcels contained structures destroyed or damaged by the wildfires, which were on private property that required individual property owners to sign a 'Right-of-Entry' form for CalRecycle and its Contractors to perform this work. Rapid response action was necessary to protect response personnel and the public from potential exposure. The work included proper identification, handling, and removal of structural ash and debris (including asbestos). Best management practices were used for undertaking the removal of these materials. These best management practices and standardized methods provided a consistent approach for conducting emergency removal and cleanup actions to protect response personnel, the surrounding community, public health, and the environment.

August 2018 – October 2018, CalRecycle, Klamathon Fire Debris Removal and Recovery Services, Siskiyou County, California

After the wildfire in Siskiyou County, California, was contained on July 21, 2018, we were contracted to remove burn ash, recyclable metals, concrete, and overexcavated soil from burned building areas, and provided related support services such as dust control, soil and ash sampling, installation of erosion control, community air monitoring, and the removal of hazard trees. An initial mobilization of five crews was required within the first 48 hours and up to 10 crews were used at any given time. Crews worked in Level C personal protective equipment (PPE) and completed an average of one lot per two shifts. Every employee had OSHA 40 hour HAZWOPER training, received a physical exam, and was fit tested for a respirator prior to coming to the site. Residential burn area material quantities included 170 tons of burn ash, 10 tons of recyclable steel, 30 tons of recyclable concrete, and 80 tons of overexcavated soil. Scope of work also included asbestos abatement and chimney removal.

October 2017 - March 2018, CalRecycle, Wind Complex Fire Debris Removal, Yuba, Nevada & Butte Counties, California

CalRecycle was tasked by the California Department of Emergency Services (CalOES) to manage and coordinate a debris removal project in Butte, Nevada, and Yuba Counties, California, to clear away fire debris material from residential structures destroyed by the Wind Complex Fires. Odin successfully removed a total of 500 CY of asbestos, 2,000 tons of metal, 30,000 tons of debris, 7,300 tons of concrete, and 6,400 tons of contaminated soil and transported it to the appropriate landfill or recycling facility. More than 100 acres were cleared, including the mill site, borrow areas, tailings placement area, and ancillary creek drainages. Clearing and grubbing was followed by the demolition of the concrete structures and foundations and construction of an interim haul road and excavation or stripping of all visible mine tailings, chat (waste), and demolition debris. Excavated materials were hauled to the tailings placement area for disposal. Waste was placed in 12" lifts and was sloped to prevent ponding. Once tailings removal was completed, final grading of the former mill area and tailings area began. All stormwater controls remained in place until the final site restoration was completed. In all, more than 365,000 CY of chat and tailings were excavated.



Tim McAndrew

VP of Health and Safety

Tim is a career safety professional and OSHA Safety Instructor with more than 25 years experience. He has a diverse safety background having worked in construction, hazardous waste remediation, search and rescue, emergency response and incident management. Tim currently serves as the Director of Health & Safety for Odin and is based in Sacramento, California. He is an experienced fire service officer and paramedic with extensive safety and health experience in highly hazardous and high pressure field environments. He is an accomplished public speaker and facilitator, and is also thoroughly knowledgeable of DOT, EPA, OSHA and Worker's Compensation regulations.

EDUCATION, TRAINING &

CERTIFICATIONS

- Certified Professional in Occupational Safety and Health, University of California, San Diego
- OSHA-500, Authorized OSHA Safety Instructor, University of California, San Diego
- OSHA-521, Industrial Hygiene, University of California, San Diego
- OSHA-3010, Excavation and Trenching, University of California, San Diego
- OSHA-3115, Fall Protection Systems, University of California, San Diego

TECHNICAL EXPERTISE

- Certified Professional -- Occupational Safety & Health
- OSHA – Authorized Safety Instructor (Nationally)
- Thoroughly knowledgeable of Worker's Compensation Investigations/Reporting
- Thoroughly knowledgeable of DOT, EPA and OSHA regulations
- *EM 385-1-1- Construction Safety Awareness Training

RELEVANT EXPERIENCE

December 2020 - Current, CalRecycle, 2020 Fires Debris Removal & Hazard Tree Removal Services, Inland Counties, California

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November 2020 - March 2021, California Department of Water Resources, Loafer Point Boat Ramp Facility Stage II, Lake Oroville, California

This \$6M project increased the boat launching capacity at Lake Oroville by adding a 4-acre parking lot leading to a 900-foot-long, 6-lane boat ramp, which is accessed when lake levels are at or below 805 feet elevation. Odin's scope of work includes cut to fill and finish grading of approximately 140,000 CY to create the subgrade for parking lot and ramp construction and to support placement of approximately 5,000 CY of concrete hardscape.

Cal-OES, Cal-Fire and Cal-Recycle, Wildfire Debris Removal and Community Recovery, Northern California

2017-2018 Cal-Recycle Fire Debris Removal projects located in northern California to support the State of California's Office of Emergency Services emergency response to the Klamathon and Wind Complex wildland fires that devastated communities in Butte, Nevada, Siskiyou and Yuba counties. These projects involved the assembly and rapid deployment of 25 Task Forces of heavy equipment consisting hydraulic excavators, front-end loaders and haul truck convoys in order to demolish and remove tremendous volumes of ash and debris from private properties that were destroyed by the fires. The safety management of this operation was extraordinarily complex due to the high-hazard nature of the operation and the widespread geography within these mostly rural counties. Tim served as the primary liaison to the Safety branch of the Cal-OES Incident Command Team in order to ensure the safe execution of field activities during this large-scale community recovery operation.

Cal-OES, Cal-Fire and Cal-Department of Water Resources, Oroville Dam Emergency Actions, Oroville, California

2017 emergency response to the Oroville Dam emergency spillway collapse which resulted in the evacuation of the City of Oroville and communities downstream from the dam. This project involved a coordinated multi-agency, multi-disciplined deployment of heavy equipment consisting hydraulic dozers, excavators, front-end loaders, haul truck convoys and helicopters in order to extract volumes of soils, sediments and rock from the Feather River along the base of the dam. The safety management of this project was extraordinarily complex due to the questionable integrity of the dam's structure and surrounding hillsides. Tim was the primary liaison to the Safety branch of the Cal-OES Incident Command Team in order to ensure the safe execution of field activities during this massive heavy equipment response operation.

Upper NW Interceptor Sections 1 and 2, Ground Improvements, Sacramento, California

The Upper Northwest Interceptor Ground Improvement project included in-situ stabilization of approximately 650 CY of soil. Our team was contracted by the Sacramento Regional County Sanitation District (SRCSD) to remediate sinkholes which had formed during the micro-tunneling installation of a 12' diameter sewer line. Our team developed a mix design that was to achieve a minimum of 20 psi in 28 days with a minimum 90% core recovery. All deep soil mixing was performed within 1' of live underground utilities including a pressurized 36" water line and a 12' diameter sewer line. Work was completed within a strict environmentally sensitive work window/location ahead of schedule and under budget.



Chad Guerrero

Health & Safety Manager

Chad is a Health & Safety Manager for Odin Construction and is based in the Colorado office. He has been in the heavy civil construction industry for eight years, and is responsible for ensuring Federal, State, local, and client safety compliance across all operations. Chad has extensive experience in the environmental emergency response, remediation, industrial services sectors, and levee and dam construction and repair. He has developed risk assessments and implemented client programs which include Zero Harm and Critical Risk Management. Chad has also been responsible for reporting of incidents, follow-up investigations, and has received multiple letters of recognition from clients for outstanding performance.

EDUCATION, TRAINING &

CERTIFICATIONS

- Bachelor of Arts, Human Services, Western Washington University, Bellingham, WA
- Construction Health and Safety Technician (CHST)
- EM 385-1-1 Construction Safety Awareness
- OSHA 30-Hour Construction Safety
- OSHA 500 - Construction Training Safety Course
- OSHA 510 - Construction Standards
- OSHA 521 - Industrial Hygiene
- OSHA 3015 - Excavation/Trenching Safety
- OSHA 40 Hr HAZWOPER
- OSHA 8 Hr HAZWOPER Refresher
- OSHA 8 Hr HAZWOPER Supervisor
- MSHA Part 48 Trained
- TapRoot Investigation Training
- Reasonable Suspicion Training
- Associate Safety Professional (ASP)

RELEVANT EXPERIENCE

April 2021 - May 2021, Florida DEP, Florida State Fire College, Ocala, Florida

The Florida State Fire College project was the first significant PFAS/PFOS remediation project in the State of Florida. PFAS was present in surface soils at levels above residential standards because of AFFF (firefighting foam concentrate) storage over many years. Although PFAS/PFOS contamination is not regulated on a national level at the time of this remedial action, the impacted material was removed and transported to a Sub-Title C landfill for internment.

December 2020 - Current, CalRecycle, 2020 Fires Debris Removal & Hazard Tree Removal Services, Inland Counties, California

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October 2017 - March 2018, CalRecycle, Wind Complex Fire Debris Removal, Yuba, Nevada & Butte Counties, California

The Department of Resources Recycling and Recovery (CalRecycle) was tasked by the California Department of Emergency Services (CalOES) to manage and coordinate a debris removal project in Butte, Nevada, and Yuba Counties, California to clear away fire debris material from residential structures destroyed by the Wind Complex Fires. Our team successfully removed a total of 500 CY of asbestos, 2,000 tons of metal, 30,000 tons of debris, 7,300 tons of concrete, and 6,400 tons of contaminated soil and transported it to the appropriate landfill or recycling facility. Twenty five crews, each crew comprised of four employees and wearing level C personal protective equipment, removed all burned debris, contaminated soils, and green waste from 254 properties in 27 working days.

October 2020 - April 2021, Xcel Energy, RMEC Pond Closure, Keenesburg, Colorado

Odin was contracted to perform design and constructions services to a power plant for the construction of a water storage pond and the removal of sludge from their existing water storage pond. Construction included approximately 38,000 CY of earthwork and lining the pond with approximately 5.5 acres of polyethylene geomembrane. The pond cleanout activity involved soil mixing and offsite disposal of a saturated lime sludge material, using conventional earthwork equipment. The final disposal quantity of the sludge-soil mix was approximately 34,000 Tons. After removal of the sludge material, the existing clay liner was repaired to original elevations using an onsite source of clay material, which was placed and compacted to meet the minimum site permeability requirement of 1×10^{-6} cm/s. After placement of the liner material, the slopes of the pond were protected with additional riprap placement. Approximately 10,000 CY of clay was placed to bring the liner back to grade.

October 2017 - November 2017 Dorchester Refinery Soil Remediation

structures and removal of all defunct (above and below ground) piping and conveyances. The demolition portion of the site work included the removal of over 32,000' of various types of underground pipe, including asbestos-wrapped steel, plain steel, and reinforced concrete pipe. Forty other features ranging from standing structures, underground foundations, pump stands, and separators were removed once decontaminated. All ferrous and non-ferrous metals were recycled and an estimated 14,000 tons of concrete debris was crushed to produce a usable base course product for site restoration. The existing asphalt roads were milled in-place to generate additional base course material.



COREY M. HUWA, PRESIDENT/OWNER

OVERVIEW

As President of H2 Enterprises, LLC, Corey is driven to provide the highest quality erosion control and grass seeding services available while maintaining competitive pricing and meeting deadlines. With over 10 years of pipeline Right-of-Way experience, he has a comprehensive understanding of all FERC, CDOT, BLM, and Forest Service guidelines. Corey is also responsible for planning and management of the company's equipment fleet; in addition, he is an expert in farming, farmland restoration, and real estate negotiation. He is a positive leader and shares his passion for efficiency and safety with others. Corey's priority at H2 is providing a safe workplace for all employees.

WORK EXPERIENCE

H2 Enterprises/President, Keenesburg, CO, 2002-Present

Business Management

- Estimating, planning, and negotiating all types of reclamation services.
- Acquiring assets and resources while overseeing projects and evaluating needs.

Safety Training and Monitoring

- Shares his many experiences as a first responder Firefighter and Emergency Medical Technician (EMT) with others to provide real examples of the consequences of unsafe work practices.
- Monitors employees and equipment on-site to evaluate potential hazards and mitigate risk.

NOTEABLE PROJECTS

- Hayman Fire-provide road clearing on forest service access roads. Apply hydromulch to access roads to protect from erosion and provide stabilization.
- Hurricane Gustav, LA-Retrieve wood construction mats that were displaced by flood waters.
- Hurricane Ike, LA-Extract wood construction mats from flood waters, including the coordination of the helicopters and ground crews.
- Hurricane Harvey, TX-Volunteer efforts including crew and equipment. This included the removal of debris from the Leonabelle Turnbull Birding Center and local homeowner's sites.
- Clear Lake Fire, CA- Apply Posi Shell to burned building sites to avoid debris and ash from leaving the property.
- Santa Rosa Fire, CA-Clear remaining debris including ash, metal and concrete on residential lots. Demo and remove foundations, restore the contour for future development. Reinforce and stabilize embankments to prevent further erosion.
- East Troublesome Fire, CO-Clear, clean and dispose of remaining debris including ash, metal and concrete on residential lots. Restore and contour the site for future development. Remove and grind trees to provide fire breaks. Provide and install erosion control measures.

Huwa Farms/Partner, Keenesburg, CO, 1992-Present

- Manage 7,000 acres of irrigated family-owned farmland.
- Crop experience includes corn, wheat, certified straw/hay, soybeans, sunflowers, sugar beets, and milo.
- Manage the design and installation of well and surface water irrigation systems.
- Fleet management.

CODY KOZAK, FOREMAN/HEAVY EQUIPMENT OPERATOR

Residence: Keenesburg, CO | Current Location: Keenesburg, CO | Availability: Immediate

WORK EXPERIENCE

Experience in all aspects of earth moving operations, fire restoration, as well as thousands of miles of oil and gas pipeline construction and civil work. These sites are regulated by various agencies. Cody's skills are very important in maintaining environmental compliance and landowner relations. Duties also include scheduling and planning work including work force, equipment, materials deliveries. Coordinate with owners, 811, agencies and other contractors that may be sharing sites to maintain the flow of work and insure a safe and on time project. Track daily progress electronically for accurate billing.

- Heavy equipment operator
 - Dozer
 - Excavator
 - Scraper
 - Blade

NOTABLE FIRE RECLAMATION PROJECTS

- 2003 Cedar Fire, San Diego and Alpine CA
 - Stabilize and reinforce embankments.
 - Commercial and residential lot demolition including foundations.
 - Remove and dispose of ash.
 - Restore and contour the site for future development
- 2007 Tubbs Fire, Santa Rosa and Napa Valley, CA
 - Clear remain debris from fire on home sites.
 - Demo and remove foundations.
 - Restore and contour the site for future development.
 - Provide and install reinforcement to embankments to protect and prevent erosion.
- 2020 East Troublesome Fire, CO
 - Clear and clean and dispose of remaining debris including, ash, metal, and concrete on residential lots.
 - Demo and remove foundations.
 - Restore and contour the site for future development.
 - Remove and grind trees to provide fire breaks.
 - Provide and install erosion control measures.

CERTIFICATIONS/TRAINING

- Colorado Class A Commercial Driver's License
- Equipment Operator Training DOZER
- Equipment Operator Training EXCAVATOR
- Equipment Operator Training MOTOR GRADER
- First Aid CPR Certification 2 year
- PEC SafeLand USA
- Veriforce 605 Locate Line Install Temporary Marker 3 year
- Veriforce 607 Damage Prevention 3 year
- Veriforce 701 Patrol Pipe Leak Survey 3 year
- Veriforce 900 ROW Observance 3 year
- Veriforce 906 ROW Clean Up 3 year
- Various Customer specific safety and environmental training programs

06 Project References

Project References

Confidential

Project References Cont.

Camp Fire Cleanup, Paradise, California

The Camp Fire, the deadliest and most destructive wildfire in California's history, resulted in at least 85 civilian fatalities, and injured 12 civilians and 5 firefighters. It covered 153,336 acres and destroyed more than 18,000 structures, almost completely destroying the towns of Paradise, Concow, Magalia, and Butte Creek. The Federal and State of California cleanup response was broken into several contract packages to remove, process, and dispose of 5 million tons of materials at a cost of \$3 billion. Odin was engaged under four contracts to support aspects of the overall response. Odin's contributions to the Camp Fire cleanup included **cleanup of residential lots, hazard tree felling** in Paradise, **construction and operation of a metals recycling facility**, and **construction and operation of a 1,500-bed temporary camp** for cleanup workers.



Element 1: Private Property Structural Debris Removal in Concow and Magalia, California

Client Reference: California Department of Resources Recycling and Recovery (CalRecycle)

Confidential

Project Value: \$3.1M



Odin was assigned cleanup responsibility for 86 residential lots in Concow and Magalia, California. Utilizing five crews of five people each, with the support of a superintendent and project engineer, Odin was able to clear the assigned lots in approximately 20,000-man hours. The cleanup consisted of one excavator operator and one dozer operator, with the other three crew members handling the smaller debris removal, dust control, and directing haul trucks. Each lot was cleared of metal, followed by general burned debris and concrete, before the soil was scraped and removed to ensure removal of all contaminants from the sites. In addition to structural debris removal, all vehicles were removed from the lots. The vehicles ranged from ATVs and motorcycles to cars and pickup trucks to RVs and buses, with the

occasional boat and trailer. Due to the extreme heat of the summer months and working 6 days a week for 12 hours a day, safety concerns facing Odin were heat stroke and exhaustion for the crews, as well as dust control. In total, Odin removed and hauled for disposal 11,556 tons of burned debris, 2,717 tons of concrete, 559 tons of metal, 4,696 tons of soil, and 349 vehicles.

Element 2: Hazard Tree Felling in Paradise, California

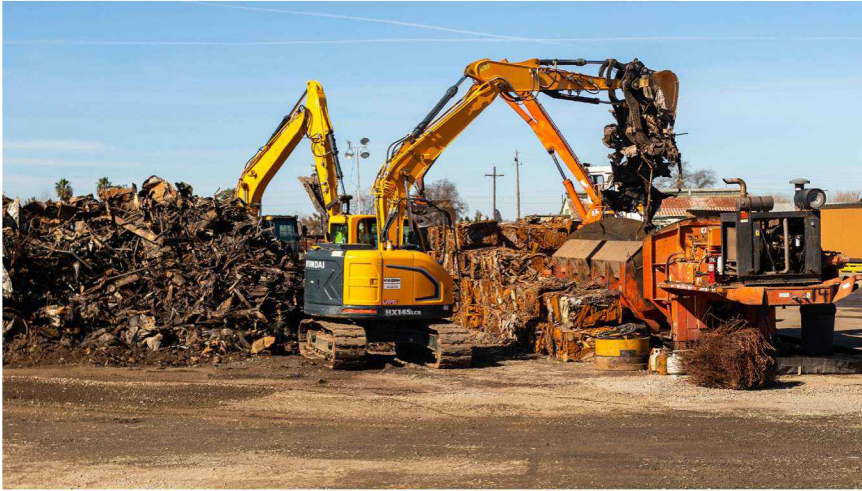
Client Reference: California Department of Resources Recycling and Recovery (CalRecycle)

Confidential

Project Value: \$126M

One of the impacts of the Camp Fire in Butte County was destruction or damage of between 600,000 and 1,200,000 trees. Approximately 300,000 of these trees were classified as Hazard Trees, endangering the public at large on roadway networks and near public structures. Odin and its partners were tasked with felling and managing all Hazard Trees within the city limits of Paradise and providing all supporting services, as directed by the Incident Command System (ICS), including the CalRecycle Operations Chief and Contract Manager. Odin's activities included felling of trees, hauling of trees to an end use facility, and cleaning each lot of tree debris to allow the property owners to return. The Odin team removed about 40,000 trees from the town and hauled them to the end use facility.





Element 3: Construction and Operation of a Metals Recycling Facility

Client Reference: California Department of Resources Recycling and Recovery (CalRecycle)

Confidential

Project Value: \$13.7M

Odin designed, constructed, and operated a metals recycling facility to support the cleanup of the Camp Fire. Odin's recycling facility

was designed to handle the extreme amount of truck traffic hauling recyclable metals and burned vehicles. The facility operated in severe weather conditions 12 to 15 hours per day and 6 days per week. Due to the efficient design of the facility, trucks were weighed in a timely manner, unloaded, and returned to the affected areas saving time and money. During the cleanup, the facility unloaded, processed, and recycled approximately 75,000 tons of metal and more than 20,000 vehicular units.

Element 4: Construction and Operation of a Base Camp for Cleanup Crews

Client Reference: Ceres Environmental, ECC, and SPSG JV

Confidential

Project Value: \$66.1M

Odin as the managing partner of a Joint Venture with another firm was contracted by the three prime contractors (Ceres Environmental, ECC, and SPSG JV) responsible for debris and hazard tree removal for the Camp Fire to build and manage a temporary housing site for workers. With hundreds of residents displaced by the fire, it was important that the minimal, available local housing stock could be accessed by displaced residents. The Base Camp filled the need for temporary housing and included a kitchen and recreation facility for the fire debris cleanup crews. Our scope of work included grading of procured land to stage and assemble temporary housing units/dormitories; installing aggregate base rock for work pad and parking areas; and constructing temporary infrastructure facilities, including lighting, wastewater treatment plant, power generation, and water supply. Our team was also responsible for renting and assembling temporary housing units containing a total of 1,500 beds. Odin was also responsible for leveling the units, furnishing each unit, hooking up all necessary utilities, including water, sewage, electricity, internet, and cable TV. Also, our scope of work included management of the Base Camp including, but not limited to, security, check-in of residents, on site emergency medical services (EMS), on site safety officer, IT support, parking management, and other miscellaneous tasks to support the fire cleanup crew residents.



Dixie Fire Emergency Structural Debris and Hazard Tree Removal Services

Client Reference: California Department of Resources Recycling and Recovery (CalRecycle)

Confidential

Project Value: \$67.5M

Odin and a joint venture partner were awarded a \$68 million contract to provide Emergency Structural Debris and Hazard Tree Removal Services to the California Department of Resources Recycling and Recovery (CalRecycle) from five fire-impacted counties (Lassen, Plumas, Siskiyou, Tehama, and Trinity) following multiple, “non-complex” fires in July through October 2021. The so-called Dixie Fire was the largest of the fires and burned 963,309 acres in total. The Dixie fire was named for the creek where it started and the first fire to have burned across the crest of the Sierra Nevada. Following emergency proclamations and Executive Orders in 2021, California’s Consolidated Debris Removal Program was implemented to clean up destroyed structures and hazardous trees that resulted from the fires. The operation was funded by the Federal Emergency Management Agency (FEMA) under Public Assistance private property debris removal (PPDR) requirements. Additional State of California special funding covered operational costs not funded by FEMA. In compliance with FEMA Public Assistance requirements, the State of California’s third-party environmental consultant in conjunction with the Incident Management Team (IMT) was responsible for leading individual property assessments; overseeing compliance with regulatory requirements; setting background and cleanup levels; and collecting samples for analysis to ensure that soil cleanup levels were achieved by debris removal efforts. The Odin team worked closely and cooperated with the environmental consultant as well as with utility companies, state government agencies, and other contractors to minimize impacts and delays.

Prior to field mobilization, Odin prepared a site-specific Health and Safety Plan (HASP) for the work in compliance with OSHA standard 29 CFR Part 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER). The HASP specified worker protection, including personal protective equipment (PPE), air



monitoring, and other worker safety measures. All workers were trained and briefed on the HASP and the hazards and procedures for onsite work. Given that ash has the potential to contain elevated levels of heavy metals and asbestos, Odin crews set up exclusion zones around debris removal sites and wore “Level C” PPE. Air monitoring was conducted continuously by Odin to monitor worker safety; asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) were monitored. Aggressive dust control measures required that fire-related debris be always wet and hauled to the landfill wrapped in plastic to ensure that no hazardous materials were released. Further, Odin’s crews cleaned tires and equipment on site so that no dirt or mud was tracked onto the public right of way.

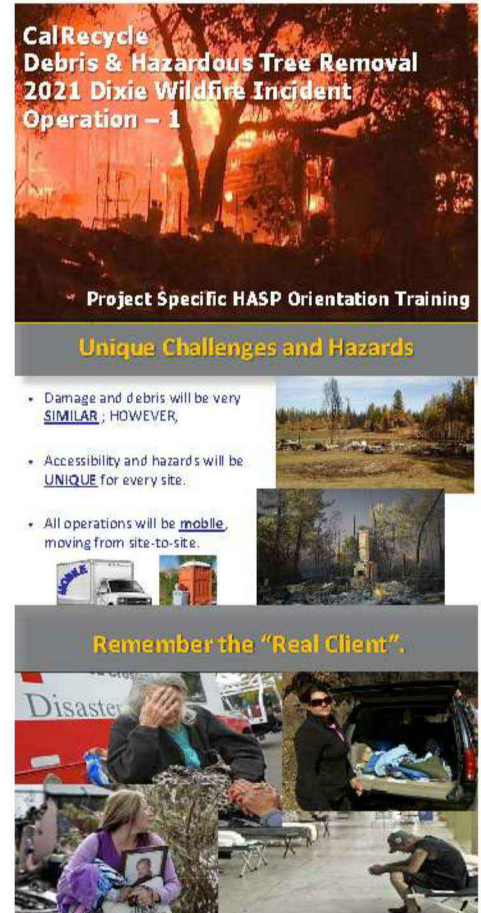
Odin’s work was completed in compliance with the State’s Environmental Protection Plan (EPP) developed to ensure that the structural debris removal and hazard tree removal functions were compliant with all local, state laws, and Federal laws. Stormwater and erosion control measures included deployment of stormwater best management practices (BMPs) such as straw wattles and spray mulch after debris removal.

Following initial property reconnaissance and assessments conducted cooperatively by CalRecycle’s Assessment and Monitoring (A&M) contractor and Odin, Odin conducted structural debris removal. Structural debris removal tasks included knocking down chimneys and partial walls; collecting, consolidating, removing, and properly disposing of asbestos-containing materials; felling, processing, and removal of potentially dangerous trees; removal of vehicles to either a central consolidation and inspection or directly to recycling, per direction of CalRecycle. Odin employed crews consisting of equipment operators, laborers, and traffic control personnel. Each crew was equipped with an excavator, front end loader, skid steer, and water truck. Operations were conducted 12 hours per day, six days per week to meet schedule requirements. Waste streams were segregated, managed, and disposed in compliance with regulatory requirements. Waste stream handling included:

- Hauling asbestos containing material (ACM) to an approved ACM disposal site.
- Transporting excavated hazardous fire debris to an approved landfill (lined facility).
- Crushing and consolidating metals, including burned vehicles, and trucking them to an approved bulk metal recycler.
- Hauling removed concrete to an approved concrete recycler.

When soil test results were above the cleanup goals set by the State of California, Odin re-scraped those parcels an additional 6” to remove contaminated soils.

Hazard tree removal, in compliance with Forest Practice Rules, followed structural debris removal to prevent felling trees into hazardous ash and debris. Odin conducted hazard tree removals following tree risk assessments by a certified arborist. Tree removal consisted of felling hazard trees and removing limbs and tops on site. They were further processed at a vegetative debris consolidation site; chipped slash was used as mulch for erosion control.



CalRecycle Debris & Hazardous Tree Removal 2021 Dixie Wildfire Incident Operation - 1

Project Specific HASP Orientation Training

Unique Challenges and Hazards

- Damage and debris will be very SIMILAR; HOWEVER,
- Accessibility and hazards will be UNIQUE for every site.
- All operations will be mobile, moving from site-to-site.

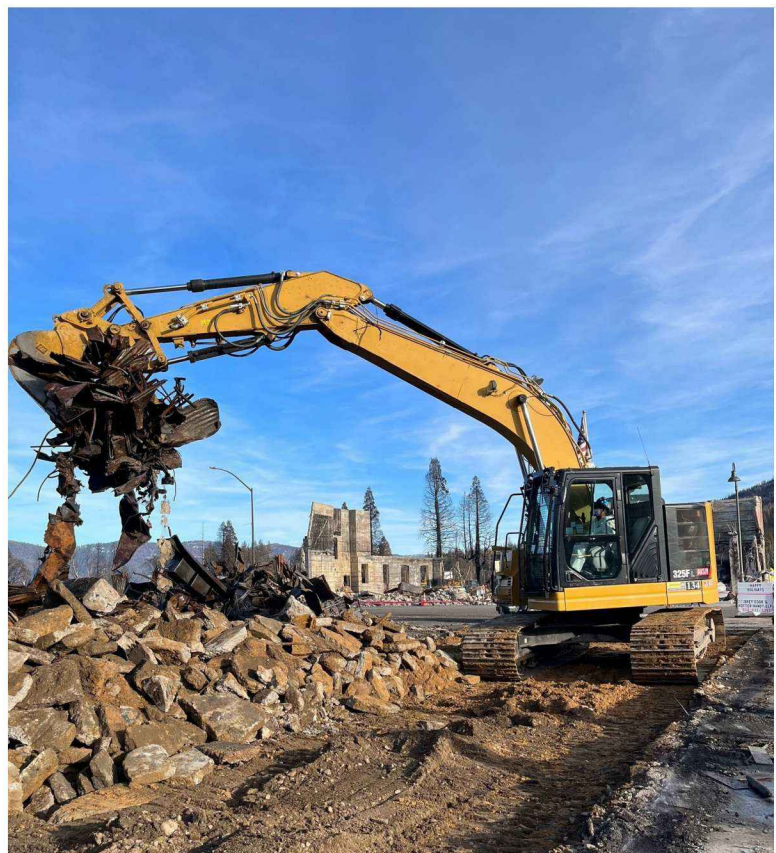
Remember the “Real Client”.

To support the challenges of the remote operations, Odin set up a temporary 12-acre site in Chester, CA that includes the following facilities:

- Basecamp for over 125 workers.
- Multi-acre laydown yard for storage and staging of equipment and materials.
- Wood processing and reduction center including chippers, grinders, and a log deck.
- Metal processing and reduction center including shredders and crushers for processing bulk metals into portable bales.

The ongoing project, scheduled for completion in July 2022, has presented numerous challenges. The high elevations, extreme terrain, and difficult access have created obstacles and safety concerns that Odin has successfully managed by thorough preplanning and the on-site engagement of our team of health and safety experts. Examples of Odin's ability to address significant challenges are illustrated below.

- High-elevation weather has been our largest uncontrollable hurdle; back-to-back early winter storms covered our work area with ice and multiple feet of snow. Odin has adjusted crew and equipment deployment to match access as snow melts to keep the project moving.
- The global supply shortage has affected the availability of trucks to work on the operation. However, Odin's excellent working relationships with local trucking firms has allowed us to overcome this hurdle.
- The main haul route (HWY 70) was closed for the first two months of the project following a landslide. Because of our operational flexibility and relationships with our haulers, end use facilities, and landfills, we were able to reroute our entire trucking operation around the major closure to keep the waste streams moving.
- The work has been conducted during the COVID-19 pandemic, which has required safety precautions that have been evolving with the pandemic. Odin is experienced with COVID-19 prevention and enforcement at employer-provided lodging/housing locations for remote worksites where base camp operations are needed to support field workers.





2020 Fires Inland Branch Cleanup

Client Reference: California Department of Resources Recycling and Recovery (CalRecycle)

Confidential

Project Value: \$225M

Odin and two joint venture partners were selected to provide Emergency Structural Debris and Hazard Tree Removal Services to the California Department of Resources Recycling and Recovery (CalRecycle) from six fire-impacted counties (in Lake, Mendocino,

Napa, Solano, Sonoma, and Yolo) following the devastating LNU Lightning Complex and Glass Fires in 2020. An estimated 250 fires burned 363,220 acres in Northern California's Wine Country between August and October. Following emergency proclamations and Executive Orders, California's Consolidated Debris Removal Program was implemented to clean up damage to structures and trees that resulted from the fires. The cleanup was funded by the Federal Emergency Management Agency (FEMA) under Public Assistance private property debris removal (PPDR) requirements. Additional State of California special funding covered operational costs not funded by FEMA.

Per FEMA Public Assistance requirements, the State of California's third-party environmental consultant was responsible for leading individual property assessments; overseeing compliance with regulatory requirements; setting background and cleanup levels; and collecting samples for analysis to ensure that soil cleanup levels were achieved by debris removal efforts. The Odin team cooperated with the environmental consultant as well as with utility companies, state government agencies, and other contractors to minimize impacts and delays.

Prior to field mobilization, Odin prepared a site-specific Health and Safety Plan (HASAP) for the work in compliance with OSHA standard 29 CFR Part 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER). The HASAP specified worker protection, including personal protective equipment (PPE), air monitoring, and other worker safety measures. All workers were OSHA 40-hour HAZWOPER trained and were also briefed on the HASAP and the hazards and procedures for onsite work. Given that ash has the potential to contain elevated levels of heavy metals and asbestos, Odin crews set up exclusion zones around debris removal sites and wore "Level C" PPE, including respirators. Air monitoring was conducted continuously by Odin to monitor worker safety; asbestos, silica, and metals (antimony, arsenic, barium, beryllium, cadmium, chromium, cobalt, copper, lead, manganese, molybdenum, nickel, selenium, silver, thallium, vanadium, and zinc) were monitored.

Aggressive dust control measures required that fire-related debris be always wet and hauled to the landfill wrapped in plastic to ensure that no hazardous materials were released. Further, Odin's crews cleaned tires and equipment on site so that no dirt or mud was tracked onto the public right of way.

The fire debris and hazard tree cleanup began in December 2020. Odin (with partners Teichert and Goodfellow Bros) was responsible for clearing mainly residential and some commercial lots. Up to 28 concurrent crews that typically included five people worked concurrently on the cleanup, with the support of a superintendent; project engineers; and two full-time, on-site Health and Safety Officers (HSOs). The clean-up crews usually consisted of one excavator operator and one dozer operator, with the remaining crew members handling the smaller

debris removal, water trucks and dust control, and directing haul trucks. Each lot was cleared of metal, including vehicles, followed by general burned debris, and concrete, before the soil was scrapped and removed to clear all contaminants from the site.

California Highway Patrol Officers identified vehicle identification numbers (VIN) and “green tagged” burned vehicles, releasing them for disposal. Odin drained remaining fluids from the vehicles (gasoline and oil) and disposed of the segregated fluids at an approved hazardous waste disposal facility. The 1749 vehicles that Odin transported to Steel Mill Recycling Center ranged from cars and pickup trucks to smaller ATVs and motorcycles, to larger RVs and buses, with the occasional boat and trailer.



Operations were conducted 10 to 11 hours per day and six days per week during periods of extreme heat. Crews were trained to minimize the likelihood of heat exhaustion and heat stroke and were monitored by the two HSOs. In total, the Odin team cleared and cleaned up 681 lots and removed and hauled for disposal 157,360 tons of burned debris, 55,964 tons of concrete, 559 tons of metal, 4,760 tons of soil, and 1,749 vehicles.

Other project challenges included working in a large area covering six counties, much of which was densely populated and located in California’s Wine Country, a major tourist destination. The less populated areas included difficult terrain with one-lane roads that were narrow and/or gravel covered and often muddy. Odin’s crews often guided debris-disposal trucks on the more challenging roads to ensure their safety. Traffic control measures included the use of four-person flagger crews using two-way radios. With limited or no cellular phone service in much of the area, Odin management and crews employed CB and two-way radios for communications.

07 Contract Compliance

Odin Construction Solutions, Inc. (Odin) complies the Terms and Conditions in the Sample Contract to the extent modified below and as further detailed in the red-lined agreement included under Section 8 of this proposal.

1. Contract Documents. Inclusion of Contractor's proposal as part of the Contract Documents.
2. Invoicing. Article 5, added greater specificity to the payment terms of the Contract with the addition of 5.1
3. Retention. Clear definition of retention held on this Contract.
4. Changed Quantity Payment Adjustments. Added for the purpose of making either Party whole again in the event of underruns or overruns as defined therein.
5. Schedule of Work. Change in working hours by the County that impedes Contractor's performance shall be compensable.
6. Indemnity. Revised, limiting Contractor's obligations to the extent of County or County representatives' negligence.
7. Revised Termination for Convenience.
8. Payable Costs in Event of Early Termination. Revised to be mutually agreeable, eliminating County's sole discretion and inclusive of termination costs incurred by Contractor

08 Contract Exceptions and Additions

BOULDER COUNTY SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Incorporation into Contract:** The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, ~~except to the extent that the including Contractor's Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.~~

2. **Work to be Performed:** Contractor agrees to perform the services as required by this Contract (the "Work"). County will assign Work on an as-needed basis. County may enter into contracts with other contractors to provide services the same as or similar to the Work. Individual scopes of work, costs, start dates, and any other relevant project details must be agreed to in writing by both Parties prior to start of such Work and such project-specific documents shall be incorporated into this Contract upon acceptance. **Contractor acknowledges that this contract does not guarantee Contractor any amount of Work.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the Work as described in the **Details Summary, Contract Documents,** and the project-specific documents mutually agreed upon in writing. Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

a. **Time is of the essence with respect to Contractor's obligations in performing the Work.** By signing this Contract, Contractor certifies that it has sufficient resources capable of swift deployment to expediently complete the Work.

b. Contractor shall provide cost effective debris removal accumulated on properties as directed by the County, whether such properties are public, private, commercial, or streets, schools, roads, or locally-owned facilities.

c. As directed by the County in writing, Contractor shall remove all debris from the County rights of way. Contractor will exercise the highest standard of care to prevent additional damage to any public or private property.

d. Contractor shall exert maximum effort to save from destruction items that property owners wish to save, such as trees and building foundations. Contractor is responsible for all claims of damage to private properties. Contractor shall make every effort to avoid damage to utilities (water, sewer, gas electric, communication lines). The County does not warrant that all utility facilities will be located prior to performance of the Work.

e. Contractor shall ensure that it has received all required approvals from the County and property owners before performing any Work on their property. Contractor shall not perform any Work on properties for which Contractor lacks sufficient consent and approvals.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**. The **Contract Amount** is a not-to-exceed amount for the **Contract Term**. The cost of services shall be established on an as-needed, as-requested basis consistent with the terms of this Contract. The County shall

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor’s name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, “Bill to: Boulder County” language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor’s failure to submit invoices pursuant to the terms of this paragraph. County’s acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

5.1 Provided that Contractor has adhered to the provisions of article 5 above, County shall pay Contractor, the total amount due less retention, no later than thirty (30) days from the date of approved invoice by County. In no event shall payment to Contractor exceed the aggregate of 45 days from receipt of Contractor’s invoice.

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6. Retention. The provisions for payment under this Contract will be subject to a ten percent (10%) withholding per invoice. Any funds withheld shall be released upon completion of the work to the satisfaction of the County.

7. Changed Quantity Payment Adjustments. If the total bid quantity for any item of work exceeds 125 percent of the estimated bid quantity the County shall determine and adjust the unit price for the excess quantity as follows:

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- a. The adjustment is the difference between the unit price and the unit cost of the total item quantity.
- b. The unit cost is exclusive of fixed costs as those are recovered in the payment for 125 percent of the bid item.

If the total bid quantity for any item of work is less than 75 percent of the estimated bid quantity the County shall determine and adjust the unit price for the excess quantity as follows:

- a. The adjustment is the difference between the unit price and the unit cost of the total item quantity.
- b. The unit includes fixed costs for those bid items.

If the Contractor can substantiate that a variation in quantities caused a delay in the Contractor’s performance of the work, Contractor shall be allotted a day for day extension to the Contract term.

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5._____

6-8. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole

discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.

9. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

7. ———

8-10. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule. County agrees that any designation of work hours that limits Contractor's operations shall be a compensable delay.

9-11. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, the City of Louisville, the Town of Superior, the State of Colorado, the U.S. Government, and their agencies, elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. It is expressly understood that Contractor's indemnification obligations shall not extend to any damages or claims arising from our related to County's, or any party for whom the County is responsible, negligence, errors, omissions, willful misconduct or bad faith. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10-12. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11-13. Information and Reports: Contractor shall provide daily progress reports to the Monitor and County within 24 hours. Such reports shall contain, at a minimum; total quantity collected by type of debris, daily totals by debris type, and maps and description of the geographical areas addressed by the Contractor. Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit

access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information. Contractor shall retain all records related to the Work for a period of three (3) years following completion of the Work.

12-14. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13-15. Termination

a. **Breach:** Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. **Convenience:** In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor. The County may terminate this Contract, without penalty or financial obligation, within ~~eleven-five (511)~~ days of the date of last signature as indicated on the signature page.

14-16. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15-17. Payable Costs in Event of Early Termination: If County terminates this Contract before the

Expiration Date, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion each Party, prior to delivery of the notice to terminate, and
 (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate and (3) costs incurred in connection with the early termination. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16-18. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. **Suspend Performance:** County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. **Withhold Payment Pending Corrections:** County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. **Deny Payment:** County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. **Removal:** Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17-19. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18-20. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19-21. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20-22. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21-23. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): The phrase “unauthorized worker” as used in this provision shall have the same and intended meaning as “illegal alien” as such phrase is used in C.R.S. §§ 8-17.5-101, et seq. Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an unauthorized worker who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (ii) shall not enter into a contract with a subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an unauthorized worker to perform work under this Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an unauthorized worker, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an unauthorized worker. Contractor’s violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22-24. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23-25. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor’s performance under, and compliance with, this Contract. Contractor is responsible to ensure that its subcontractors comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols and this Contract.

24-26. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25-27. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26-28. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27-29. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28-30. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29-31. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30-32. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31-33. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32-34. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33-35. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34-36. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35-37. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to

the authority to terminate this Contract.

36-38. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37-39. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38-40. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39-41. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40-42. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41-43. Limitation of Liability: ~~NEITHER COUNTY OR CONTRACTOR SHALL NOT BE LIABLE TO CONTRACTOR THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AND CONTRACTOR'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO~~

THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ~~ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.~~

42-44. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43-45. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44-46. [For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.] COVID-19 Vaccine Requirement for Certain Contractors of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, "perform county work in a county facility" means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in a county building. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy. By its execution of this Contract, Contractor hereby acknowledges and attests compliance with this provision. Contractor shall provide proof of compliance with this provision upon County's request.

45-47. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior

written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. **Insurance Obligations of County:** County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

d. **Deductible:** Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

e. **Primacy of Coverage:** Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. **Subrogation Waiver:** All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. **Requirements:** For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

iv. **Umbrella / Excess Insurance**

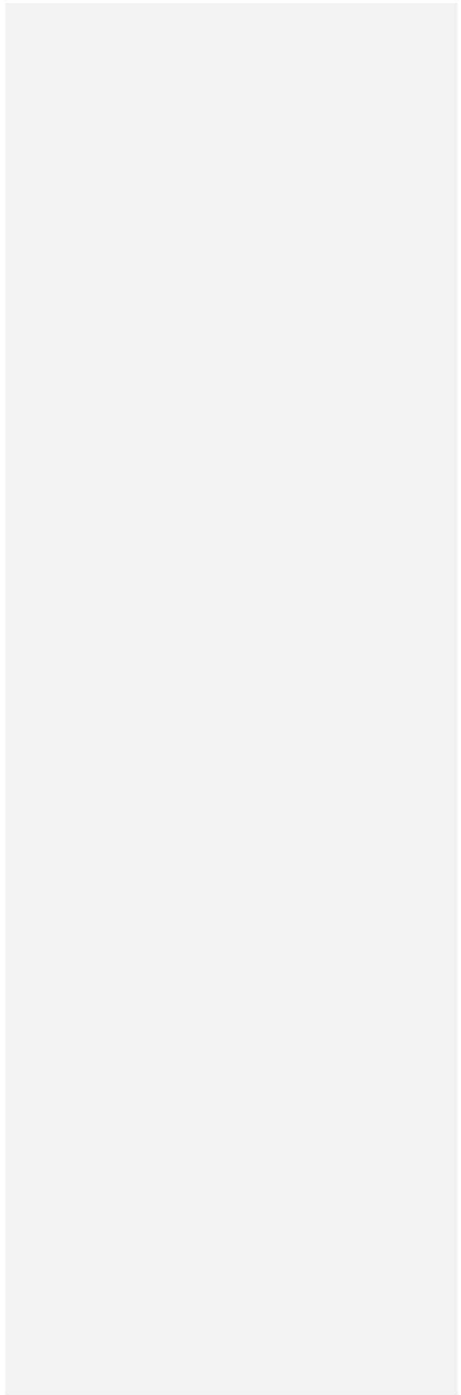
Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

v. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-

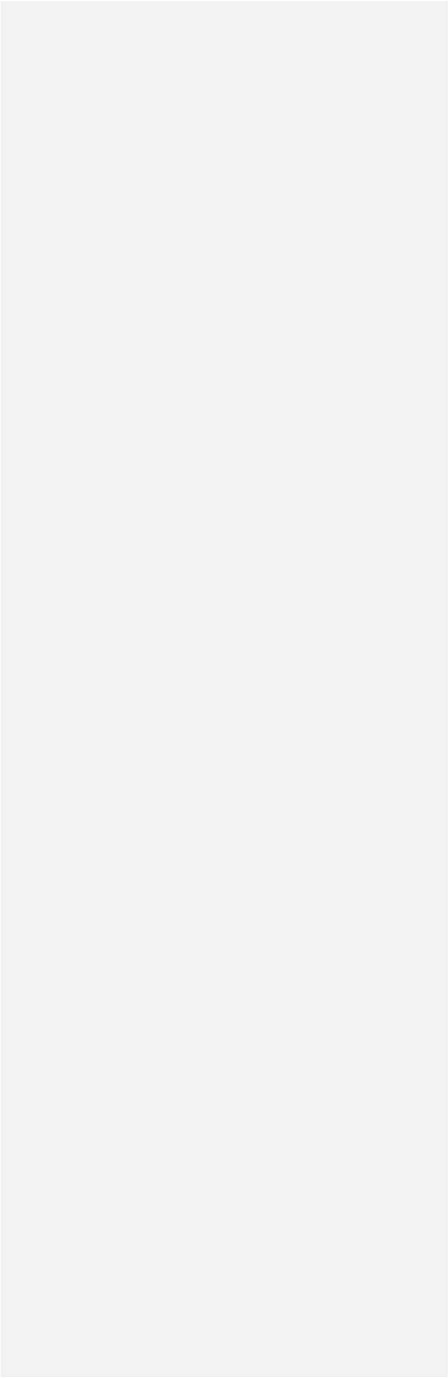
Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

[Signature Page to Follow]



IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County		SIGNED for and on behalf of Contractor	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
↓↓ <i>For Board-signed documents only</i> ↓↓			
Attest:		<i>Initials</i>	
Attestor Name:			
Attestor Title:			



FEMA ADDENDUM**OFFICE OF MANAGEMENT AND BUDGET****POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS**

This is an addendum to the **Contract, RFP 7301-22**, Contract (the "Contract") between **[contractor]** ("Contractor"), and Boulder County, (the "County").

A Federal award, as defined in 2 C.F.R. § 200.1, is being used to fund the Contract. Accordingly, the parties acknowledge that the above-referenced contract is subject to applicable provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements identified in the award terms, assistance listing, and any other related federal guidance as any of these requirements may be amended. To the extent federal requirements are not included below or in the event of a conflict between federal guidance and the below, the terms of the federal requirements shall control.

This Addendum is hereby expressly incorporated into the contract between Boulder County and the Contractor. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are added and incorporated into the Contract:

ADDITIONAL FEMA REQUIREMENTS

[All contracts]

- i. **Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. **DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iii. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- iv. **No Obligation by Federal Government:** The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.

v. **Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Contract.

vi. **Access to Records:** The following access to records requirements apply to this Contract:

(1) Contractor agrees to provide County, the State of Colorado, 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 Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) 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.

(4) In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

vii. **Unexpected Discoveries, Previously Unidentified Historic Properties, or Unexpected Effects on Historic Properties:**

Upon notification by a Subrecipient of an unexpected discovery, or if it appears that a Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, in accordance with Programmatic Agreement: National Historic Preservation Act, Section 106 compliance) Stipulation I.B.3(e), Recipient(s) Roles and Responsibilities, the Recipient(s) shall immediately notify FEMA and require the Subrecipient to:

a. Stop construction activities in the vicinity of the discovery.

b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating Tribe(s), and any other consulting parties. Upon notification by the Recipient of a discovery, FEMA shall immediately notify the SHPO, participating Tribe(s), and other consulting parties that may have an interest in the discovery, previously unidentified property or unexpected effects, and consult to evaluate the discovery for National Register eligibility and/or the effects of the undertaking on historic properties.

c. If human remains are discovered, notify the local law enforcement office and coroner/medical examiner in accordance with applicable State statute(s), such as SDCL 34-27, and protect the remains from any harm.

d. Assist FEMA in completing the following actions, as required:

i. FEMA shall consult with the SHPO, participating Tribe(s), and other consulting parties in accordance with the consultation process outlined in Stipulation II, Project Review (Programmatic Agreement: National Historic Preservation Act, Section 106 compliance), to develop a mutually agreeable action plan with timeframes to identify the discovery or previously unidentified property, take into account the effects of the

Undertaking, resolve adverse effects if necessary, and ensure compliance with applicable Federal, State, and local statutes.

- ii. FEMA shall coordinate with the Recipient(s) and the Subrecipient regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.
- iii. In cases where discovered human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and any state-specific policies that may be in force.

Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards

(A) *[For contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908]*

Breach. Any breach of the Contract by Contractor shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the County incurs damages as a result of Contractor's breach, the County may pursue recovery of such damages from Contractor. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties. Termination for cause and convenience are governed by the provisions of the Contract.

(B) *[All contracts in excess of \$10,000]*

Termination. Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

(C) *[Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3]*

Equal Employment Opportunity. Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

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.

(D) *[When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities]*

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. In accordance therewith, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145). Contractor must fully comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Pursuant to the Act, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland "Anti-Kickback" Act to the Federal awarding agency.

(E) [Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers]

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. 3702 of the Act, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth in this paragraph, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. The County can withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this paragraph.

(F) [If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a)]

Rights to Inventions Made Under a Contract or Contract. For contracts entered into by the Contractor or the County with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the parties must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts," and any implementing regulations issued by the awarding agency.

(G) [Contracts and subgrants of amounts in excess of \$150,000]

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) [For contract awards (see 2 CFR 180.220)]

Debarment and Suspension (Executive Orders 12549 and 12689). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's 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). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 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.

(I) [For contracts exceeding \$100,000]

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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 who in turn will forward the certification(s) to the awarding agency.

a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

(J) *[All contracts]*

Procurement of recovered materials (2 CFR §200.322). All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(K) *[All contracts]*

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216). Contractor is prohibited from using equipment, services, or systems 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. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) *[All contracts]*

2 C.F.R. Part 25 Universal Identifier and System for Award Management.

Subrecipient must obtain and provide to County a unique entity identifier pursuant to 2 CFR Part 25.

(M) *[All contracts]*

2 C.F.R. § 200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(N) *[All contracts]*

Civil Rights Requirements

Subrecipient shall comply with all statutes and regulations prohibiting discrimination applicable to this award, which include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Assurances of Compliance with Civil Rights Requirements

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal

financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(O) *[All contracts]*

Requirements for Drug-Free Workplace, 31 C.F.R. Part 20

As a Subrecipient, you agree to comply with the requirements of the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. Specifically, Subrecipient agrees to:

(a) First, make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to -

(1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 20.205 through 20.220); and

(2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 20.225).

(b) Second, identify all known workplaces under your Federal awards (see § 20.230).

(P) *[All contracts]*

New Restrictions on Lobbying, 31 C.F.R. Part 21

Subrecipient certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

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 section 1352, title 31, U.S. Code. 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.

(Q) *[All contracts]*

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), the County encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(R) *[All contracts]*

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225

(Oct. 6, 2009), the County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

(S) *[All contracts]*

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).

If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**ATTACHMENT 1
ADDITIONAL EQUIPMENT SPECIFICATIONS**

The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, load and haul for disposal of debris and ash residue, and any other equipment which may be necessary for the performance of this contract.

All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations. This includes a hauler licensing and reporting requirement for each truck utilized in the project.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by The County.

Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted.

The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. The County reserves the right to refuse equipment that is demand unsafe or inadequate.

All equipment used for hauling debris shall be measured and marked for its load capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.

Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings on a placard. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by The County.

Hauling containers shall be a minimum of 10 cubic yards in volume unless approved by The County.

Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs. on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this contract.

09 Draft CDPHE Approval With Conditions, Foothills Landfill Waiver



COLORADO
Hazardous Materials
& Waste Management Division
Department of Public Health & Environment

VIA EMAIL ONLY: EStengl@republicservices.com
January X, 2022

Ms. Elizabeth Stengl
Environmental Manager
Allied Waste Systems of Colorado, LLC
8480 Tower Road
Commerce City, CO 80022

RE: CDPHE Approval with Conditions: One-Time Waiver to Accept Debris from the 2021-2022 Boulder County Marshall/Middle Fork Fires Foothills Landfill JFR57, CDPHERM HAZ SW - Permitting

Dear Ms. Stengl:

In response to the wildfires in Boulder County commonly known as the Marshall and Middle Fork Fires, the Colorado Department of Public Health and Environment (CDPHE or department) Hazardous Materials and Waste Management Division (division) has been asked to provide disposal options for debris from structures damaged or destroyed by fire. Fire debris associated with burned structures may contain friable asbestos. 6 CCR 1007-2, Part 1, the Regulations Pertaining to Solid Waste Sites and Facilities (the "Regulations") prohibits solid waste sites and facilities, including landfills, from accepting friable asbestos waste unless expressly authorized in the facilities approved design and operations plan. The Foothills Landfill's (Facility) approved Engineering Design and Operations Plan (EDOP) prohibits the acceptance of friable asbestos waste. Because some of the debris and ash from these wildfires may contain friable asbestos, the division is providing the Facility a one-time waiver (Waiver) to accept this waste stream to facilitate disposal needs of citizens affected by the fires in Boulder County.

The department is providing this Waiver to allow the Facility, located at 8900 Highway 93 in Jefferson County, Colorado, to accept fire debris from the Marshall Fire. However, this Waiver does not compel the Facility to accept debris from these fires.

While this Waiver eliminates the administrative requirement to amend the Facility's approved EDOP prior to accepting friable asbestos waste, disposal activities at the Facility shall be conducted pursuant to the requirements set forth in Section 5 of the Regulations. The Facility must comply, as practicable, with substantive provisions of Subsection 5.3 of the Regulations. The following conditions shall be implemented:

- Condition 1.** Fire debris from buildings that are inspected and found to contain asbestos-containing materials or were previously known to contain asbestos in amounts greater than the state trigger levels defined in Air Quality Control Commission Regulation Number 8, 5 CCR 1001-10, Part B, Asbestos Control, is not eligible for disposal under this Waiver. Known friable asbestos-containing materials must be disposed of at a landfill that is permitted to accept friable asbestos waste.



- Condition 2.** All activities involved in the disposal of the debris, including placement in the waste disposal area, covering the waste, and compacting the overlying fill shall be conducted in a manner that minimizes the potential for emission of asbestos fibers to the air.
- Condition 3.** Misting or fine spraying shall be provided at the debris disposal area to minimize emissions in the case of waste loads received in a non-wetted condition or with packaging that does not remain intact during placement.
- Condition 4.** All unrelated landfill activities shall cease, and no non-essential persons shall be allowed, within one hundred (100') feet in all directions from the debris disposal during placement, covering and compaction of the debris and overlying fill. This will entail setting up a debris disposal area separate from the main working face used by the public.
- Condition 5.** At no time shall compaction equipment come into contact with debris, containers, or packaging.
- Condition 6.** Although warning signs are not required, temporary fencing or some other means of demarcating the debris disposal area shall be provided while disposal is occurring.
- Condition 7.** Following placement in the landfill, the debris shall be covered immediately with nine inches (9") of soil or eighteen inches (18") of non-asbestos cover material.
- Condition 8.** Disposal and compaction of the debris shall only occur when wind speeds are below 20 mph sustained and below 30 mph gusts.
- Condition 9.** The disposal location shall be surveyed and depicted on a site map, to be placed in the operating record at the end of the event and within sixty calendar days of last receipt of fire debris.
- Condition 10.** All loads delivered to the Facility must be bagged and covered.
- Condition 11.** Department staff will verify completion of the wind fence that was breached prior to the acceptance of any Marshall/Middle Fork Fire debris subject to this waiver.
- Condition 12.** This waiver is effective for 60 calendar days from the date of this letter. Republic may request and extension past the 60 day sunset date after meeting with the department and local governing body.

In accordance with the waiver provisions defined in Section 1.5.2 of the Regulations the division grants the Facility a one-time waiver for acceptance and disposal of asbestos containing material from the Marshall Fire. This Waiver will remain in effect during removal and disposal of debris and ash associated with these fires.

Should you have any questions or concerns, please contact me by email at david.snapp@state.co.us or by phone at (303) 726-6836.

Sincerely,

David Snapp, Manager
Solid Waste and Materials Management Program
Hazardous Materials and Waste Management Division

ec: Jim Rada, Jefferson County
Roy Laws, Jefferson County Public Health
Jennifer Reynolds, CDPHE Solid Waste
Sarah Foreman, CDPHE Solid Waste



10 Insurance Certificate



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InterWest Insurance Services, LLC P.O. Box 255188 Sacramento CA 95865-5188 License#: 0B01094 ODINCON-01	CONTACT NAME: Denise Frye PHONE (A/C, No, Ext): 916-609-8376 FAX (A/C, No): 916-979-7536 E-MAIL ADDRESS: dfrye@iwins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Nautilus Insurance Company</td> <td style="text-align: center;">17370</td> </tr> <tr> <td>INSURER B : Great Divide Insurance Company</td> <td style="text-align: center;">25224</td> </tr> <tr> <td>INSURER C : Key Risk Insurance Company</td> <td style="text-align: center;">10885</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Nautilus Insurance Company	17370	INSURER B : Great Divide Insurance Company	25224	INSURER C : Key Risk Insurance Company	10885	INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES CERTIFICATE NUMBER Confidential REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			Confidential	1/22/2021	1/22/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> CompDed\$1000 <input checked="" type="checkbox"/> ColDed\$1000			Confidential	1/22/2021	1/22/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
							Hired Auto PhysDamage	\$ \$65,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Confidential	1/22/2021	1/22/2022	EACH OCCURRENCE	\$ 9,000,000
							AGGREGATE	\$ 9,000,000
								\$
B	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Confidential	1/22/2021	1/22/2022	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 30 day notice of cancellation and 10 day for non payment of premium per policy provisions
 Proof of Insurance

CERTIFICATE HOLDER Odin Construction Solutions, Inc. DBA Odin Engineering 4740 Rocklin Road Rocklin CA 95677	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--

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11 Bid Bond



Zurich North America Surety
525 Market Street, Suite 2900
San Francisco, Ca. 94105
Phone: (415)538-7100
Fax: (415)538-7366

January 28, 2022

Boulder County
Purchasing
132 Pearl Street
Boulder, CO 80302

RE: Bonding Ability Odin Construction Solutions, Inc.
RFP #7301-22 Private Property Structural Debris & Hazardous Tree Removal

To Whom It May Concern:

Zurich American Insurance Company and/or its subsidiary, Fidelity and Deposit Company of Maryland, have provided surety credit to Odin Construction Solutions, Inc. for single projects of \$150,000,000 and an aggregate uncompleted backlog of \$350,000,000. Zurich/F&D is rated "A+" (Superior) with a financial size category of XV (\$2 billion +) by AM Best and has a US Treasury Limit exceeding \$600 million.

If Odin Construction Solutions, Inc. is awarded a contract for projects falling within the identified ranges and requests that we provide the necessary Performance and/or Payment Bonds, we will be prepared to execute the bonds subject to our acceptable review of the contract terms and conditions, bond forms, appropriate contract funding and any other underwriting considerations at the time of the request.

Our consideration and issuance of bonds is a matter solely between Odin Construction Solutions, Inc. and ourselves, and we assume no liability to third parties or to you by the issuance of this letter.

We trust that this information meets with your satisfaction. If there are further questions, please feel free to contact Renee Ramsey at 916-488-3100.

Sincerely

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland

Mary Collins
Attorney-in-Fact

cc: Louay Owaidat, Odin Construction Solutions, Inc.

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Odin Construction Solutions, Inc
4740 Rocklin Road
Rocklin, CA 95677

SURETY:
(Name, legal status and principal place of business)

Fidelity and Deposit Company of
Maryland
1299 Zurich Way, 5th Floor
Schaumburg, IL 60604-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

Boulder County
Purchasing
132 Pearl Street
Boulder, CO 80302

BOND AMOUNT: Five Percent of amount Bid (5% of amount bid)

PROJECT:
(Name, location or address, and Project number, if any)

Private Property Structural Debris & Hazardous Tree Removal Project Number, if any: #7301-22

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of January, 2022

Odin Construction Solutions Inc.

(Principal)

(Witness)

(Title)

Fidelity and Deposit Company of Maryland

(Surety)

(Witness)

(Title) Mary Collins, Attorney-in-Fact



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

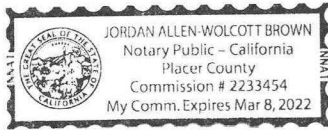
CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }
County of Placer }
On January 31, 2022 before me, Jordan Allen Wolcott Brown, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Louay M. Owaizat
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

Corporate Officer – Title(s): _____ Corporate Officer – Title(s): _____

Partner – Limited General Partner – Limited General

Individual Attorney in Fact Individual Attorney in Fact

Trustee Guardian or Conservator Trustee Guardian or Conservator

Other: _____ Other: _____

Signer is Representing: _____ Signer is Representing: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Sacramento)

On January 28, 2022 before me, Hunter Smithson, Notary Public
(insert name and title of the officer)

personally appeared Mary Collins,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in
~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray**, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint, **Renee Ramsey, John Hopkins, John J. Weber, Joseph H. Weber, Marissa Robinson, Matthew Foster, Mary Collins, Sara Walliser, Jessica Monlux, Elizabeth Collodi, K. Corey Ward, Deanna Quintero, Samantha Watkins, Steven L. Williams, Phil Watkins, Jennifer Lakmann, Brad Espinosa, Paula Senna and Pam Sey**, of **Chico, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland, and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland, in their own proper persons. The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 13th day of July A.D. 2021.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: **Robert D. Murray**
Vice President

By: **Dawn E. Brown**
Secretary

State of Maryland
County of Baltimore

On this 13th day of July 2021, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 28th day of January, 2022.



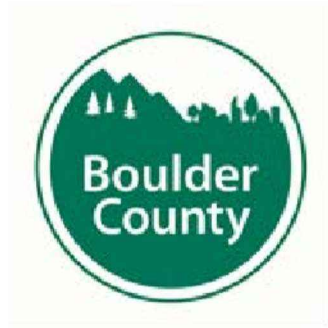
Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

12 W-9

13 Signature Page



Boulder County Purchasing
 1325 Pearl Street
 Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	Odin Construction Solutions, Inc. Duns Number: 11-733-6407
List Type of Organization (Corporation, Partnership, etc.)	Corporation
Name, Title and Email Address of Person Authorized to Contract with Boulder County	Trey Mangers, Vice President Rocky Mountain Region, tmangers@odinconstruction.com
Company Address	1774 Platte Street, Denver, CO 80202
Company Phone Number	720.496.0969
Company Website	odinconstruction.com

By signing below I certify that:

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.



February 1, 2022

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

14 SAM Registration



ODIN CONSTRUCTION SOLUTIONS, INC.

DUNS Unique Entity ID 116922755	SAM Unique Entity ID JWUAMU5R49D6	CAGE / NCAGE 87WR3
Purpose of Registration All Awards	Registration Status Active	Expiration Date Mar 18, 2022
Physical Address 4740 Rocklin RD Rocklin, California 95677-3334 United States	Mailing Address 4740 Rocklin RD Rocklin, California 95677-3334 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District California 04	State / Country of Incorporation California / United States	URL https://odinconstruction.com/

Registration Dates

Activation Date Mar 20, 2021	Submission Date Mar 18, 2021	Initial Registration Date Dec 11, 2018
---------------------------------	---------------------------------	---

Entity Dates

Entity Start Date Dec 3, 2018	Fiscal Year End Close Date Dec 18
----------------------------------	--------------------------------------

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
-----------------	--------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USA Spending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Last updated by Jordan Brown on Mar 18, 2021 at 04:34 PM

ODIN CONSTRUCTION SOLUTIONS, INC.

Financial Information

Accepts Credit Card Payments No	Debt Subject To Offset No
---	-------------------------------------

EFT Indicator 0000	CAGE Code 87WR3
------------------------------	---------------------------

Points of Contact**Electronic Business**

☒ Louay Owaidat	4740 Rocklin RD Rocklin, California 95677 United States
---------------------------	--

Government Business

☒ Louay Owaidat	4740 Rocklin RD Rocklin, California 95677 United States
---------------------------	--

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	237990	Other Heavy And Civil Engineering Construction
	238910	Site Preparation Contractors
	562910	Remediation Services
	624230	Emergency And Other Relief Services

Disaster Response

Yes, this entity appears in the disaster response registry.

States Any	Counties	Metropolitan Statistical Areas
----------------------	----------	--------------------------------

15 Certificate of Good Standing

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

Odin Construction Solutions, Inc.

is an entity formed or registered under the law of California, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20191121945.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 02/16/2019 that have been posted, and by documents delivered to this office
electronically through 02/20/2019 @ 12:37:49.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 02/20/2019 @ 12:37:49 in accordance with applicable law.
This certificate is assigned Confirmation Number 11402620.



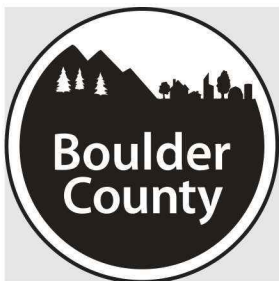
Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

16 Addendum Acknowledgments



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

January 26, 2022

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for RFP #7301-22, Private Property Structural Debris and Hazard Tree Removal Operations.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to purchasing@bouldercounty.org as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by: _____ **Date:** February 1, 2022

Name of Company Odin Construction Solutions, Inc.



Rocklin, CA | Denver, CO | Bordentown, NJ | Cumming, GA | Houston, TX | New Orleans, LA

www.odinconstruction.com

From: [Meghann Thorpe](#)
To: [Purchasing](#)
Cc: [Trey Mangers](#); [Joe Schauerhamer](#); [Neal Siller](#); [Louay Owaidat](#); [Jordan Brown](#)
Subject: [EXTERNAL] OFFER # 7301-22
Date: Thursday, February 3, 2022 12:02:47 PM
Attachments: [image001.png](#)
[7301-22_Odin_BAFO.pdf](#)

Good afternoon,

This message serves as Odin Construction Solutions, Inc. best and final offer in response to RFP 7301-22.

Thank you,

Meghann Thorpe
Proposal Coordinator



P 916.251.5533

E mthorpe@odinconstruction.com

A 4740 Rocklin Road, Rocklin, CA 95677

W www.odinconstruction.com

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BEST AND FINAL OFFER
Public Works – Resource Conservation
Private Property Structural Debris and Hazard Tree Removal Operations
RFP # 7301-22

February 1, 2022

Thank you for your Proposal on RFP #7301-22. In review of the pricing received, Boulder County would like to request the below additional information from you for further consideration:

The Updated Rate Sheet includes Line Item #7, Per Parcel Debris, Ash, Vegetative, and Incidental Soil. Each bidder has submitted a Per Parcel unit price for this work based on an estimated 89 CY of material per parcel across the entire project area.

The project area is comprised of the following Operational Areas:

Operation 1: Unincorporated Boulder County

Operation 2: Town of Superior, Colorado

Operation 3: City of Louisville, Colorado

Please provide Per Parcel rates by Operational Area, as follows:

#7 Per Parcel Debris, Ash, Vegetative, and Incidental Soil by Operational Area					
		Est quantity per parcel or units	Unit Price		Total
(a)	Operation 1	100 CY	\$ 755.00	Per Parcel	\$ 75,500.00
(b)	Operation 2	84 CY	\$ 535.00	Per Parcel	\$ 44,940.00
(c)	Operation 3	89 CY	\$ 580.00	Per Parcel	\$ 51,620.00

Rates submitted pursuant to this Offer will supersede prior responses to Updated Rate Sheet Line Item #7, Per Parcel Debris, Ash, Vegetative, and Incidental Soil. Bidders are not required to respond to this request and in such an event the County will rely on the original proposal alone.



**SIGNATURE PAGE
OFFER #7301-22**

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name including DBA	Odin Construction Solutions, Inc. Duns Number: 11-733-6407
List Type of Organization (Corporation, Partnership, etc.)	Corporation
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	Trey Mangers, Vice President Rocky Mountain Region, tmangers@odinconstruction.com
Company Address	1774 Platte Street, Denver, CO 80202
Company Phone Number	720.496.0969
Company Website	odinconstruction.com

By signing below I certify that:

I am authorized to bid on my company’s behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees’ Retirement Association (PERA) retiree.



February 3, 2022

**Signature of Person Authorized to Bid on
Company’s Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.



WRITTEN INTERVIEW #1
Public Works – Resource Conservation
Private Property Structural Debris and Hazard Tree Removal Operations
RFP # 7301-22

February 3, 2022

This Written Interview #1 is issued in order to solicit additional information regarding each bidder’s past performance and quality of service delivery. A Response will supplement the bidder’s original proposal and Best and Final Offer, if submitted. If the County determines any Response, or portion thereof, to this Written Interview #1 is false or misleading, such determination shall be grounds for revocation of an award and immediate termination of a contract. **The County may draw a negative inference based on a bidder’s failure to respond to this Written Interview #1.**

Due to COVID-19, Written Interview #1 Responses will only be accepted electronically by emailing purchasing@bouldercounty.org.

INTERVIEW

Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be attached to the completed Written Interview #1.

1. Within the past five years, has your firm (under its current or any former name), any principal, owner, officer, or any person involved in the bidding or contracting process been the subject of any of the following:
 - a. A criminal investigation, judgment, or conviction for any business-related conduct constituting a crime, such as fraud, bribery, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
 Yes No
 - b. A civil suit alleging fraud, bribery, price-fixing, bid collusion, or other claim related to truthfulness and/or business conduct?
 Yes No



c. A debarment, unsatisfied judgment, injunction, or lien obtained by a government agency?

Yes No

d. A written notice of breach, suspension, or termination for breach (cause) in connection with a local, state, or federal contract?

Yes No

e. A written claim or notice of contract breach in connection with a local, state, or federal contract?

Yes No

f. An administrative proceeding or civil action seeking specific performance or damages in connection with any local, state, or federal contract?

Yes No

2. Within the past five years, has your firm, any principal, owner, officer, or any person involved in the bidding or contracting process initiated or been subject to civil action in connection with any local, state, or federal contract?

Yes No

*****WRITTEN EXPLANATIONS TO ANY "YES" RESPONSE MUST BE ATTACHED TO THIS COMPLETED INTERVIEW FOR SUBMISSION*****

CERTIFICATION: The undersigned certifies that they:

- Read and understand all of the questions;
- Have supplied full and complete responses to each item therein to the best of their knowledge, information and belief;
- Are knowledgeable about the bidder's business and operations; and
- Understand that Boulder County will rely on the information and supplied in this Written Interview #1 when entering into a contract with the bidder.

Odin Construction Solutions, Inc.

Name of Business

February 3, 2022

Date

Trey Mangers, Vice President Rocky Mountain Region

Signature of Officer

Name of Officer



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

February 3, 2022

Dear Vendor:

This is an acknowledgment of receipt of Written Interview #1 for RFP #7301-22, Private Property Structural Debris and Hazard Tree Removal Operations.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding written interview. Please sign this acknowledgment and email it back to purchasing@bouldercounty.org as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by:  Date: February 3, 2022

Name of Company Odin Construction Solutions, Inc.