



AGREEMENT BETWEEN COUNTY AND CONTRACTOR FOR GOODS AND SERVICES

THIS AGREEMENT, effective this 25th day of May in the year, 2021, between:

MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (hereinafter COUNTY), located at 2401 S.E. Monterey Road, Stuart, FL 34996

AND the CONTRACTOR:
(hereinafter CONTRACTOR)

AshBritt, Inc.
565 E. Hillsboro Blvd.
Deerfield Beach, FL 33441

(PRIMARY)

Contract Name: Disaster Related Debris Removal

Contract Number: RFP2021-3310

Contract Term: Three (3) years plus two (2) 1-year renewal options

Not to Exceed Amount: \$25,000,000.00

WHEREAS, COUNTY has previously determined that it has a need for goods and/or services more specifically outlined in the Request for Proposals (RFP) and the Scope of Services; and

WHEREAS, COUNTY solicited competitive proposals for such services pursuant to the Martin County RFP number referenced on Page 1 of this Agreement; and

WHEREAS, COUNTY awarded the solicitation to CONTRACTOR; and

WHEREAS, CONTRACTOR has represented that it is able to satisfactorily provide the services and or materials according to the terms and conditions of the RFP, which is incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The CONTRACTOR hereby agrees to provide the COUNTY with goods and services, as requested and more specifically outlined in the Scope of Services attached hereto and made a part hereof as Exhibit A, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement, including any additional contract terms contained herein.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposals or as set forth herein.

2.1 The Date of Commencement of all Services shall be the date indicated in the Notice to Proceed and/or Work Order. Notice to Proceed as to each Work Order shall be issued by the Project Manager after the CONTRACTOR has delivered to the COUNTY the executed Work Order, the Bonds and Insurance Certificates in accordance with the Work Order and this Agreement, and the Board has approved this Agreement. No Services shall be performed by the CONTRACTOR or its Professionals, subconsultants, or subcontractors, and no irrevocable commitments to vendors shall be made prior to the Date of Commencement, at which time, CONTRACTOR shall commence to perform the Services and proceed with diligence until complete.

2.2 Nothing contained in any Work Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated in each individual Work Order as if fully set forth therein. A Work Order shall contain the following:

2.2.1 A description of the specific Services to be performed, performance schedule, and a schedule and amount of compensation to be paid with sufficient detail so as to identify all of the various elements of costs such as, labor rates by classification, hours for each classification, extended price, subcontracted labor (also broken out), material, other direct costs, overhead rate, indirect rate, and profit/fee. The sufficiency of such budget detail is subject to the approval of the COUNTY; and

2.2.2 Any other additional instructions or provisions relating to the specific Services authorized pursuant to each Work Order that do not conflict with the terms of this Agreement.

3. Term of Agreement/Option of Renewal. This Agreement shall be in effect from the date of execution and for the term and agreed upon renewal options indicated on Page 1 of this Agreement. This Agreement may be extended subject to execution of a written agreement between the COUNTY and CONTRACTOR for up to 90 additional days beyond the term and agreed upon renewal options. This option shall be exercised only if all prices, terms and conditions remain the same, or decrease.

4. **Amendment of the Agreement.** This Agreement may be amended only by mutual written agreement signed by the parties. No statement, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or is binding upon any of them. The parties acknowledge that this agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

5. **Assignment/Subcontracting.** The CONTRACTOR shall perform all services and provide all goods and equipment required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the COUNTY. In the event of a corporate acquisition and/or merger, the CONTRACTOR shall provide written notice to the COUNTY within thirty (30) business days of CONTRACTOR'S notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this Agreement, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the COUNTY awarding a solicitation to a proposer, which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

6. **Termination.**

6.1 COUNTY shall notify CONTRACTOR of any failure to comply with any requirement in the Scope of Work and shall notify CONTRACTOR in writing of such failure/default. CONTRACTOR shall correct such failure/default within five (5) working days. COUNTY shall have the right to terminate this Agreement if such correction is not made within the time specified above.

6.2 Failure of the CONTRACTOR to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of the COUNTY.

6.3 COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONTRACTOR of the intention to terminate.

7. **Compensation.** The COUNTY shall pay the CONTRACTOR for the performance of Services outlined in each individual Work Order issued in accordance with the Contract Documents and based on the amounts specified in the Price Schedule attached hereto and made a part hereof as Exhibit B. The COUNTY will retain ten percent (10%) of each payment under each Work Order until such time as the Services under the Work Order are completed to the COUNTY's satisfaction and all sub-contractors and verify that they have been paid. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated by the Board of County Commissioners of Martin County. COUNTY shall pay invoices in accordance with the Local Government Prompt Payment Act.

8. **Permit/ Licenses.** CONTRACTOR must secure and maintain any and all permits and licenses required to complete this Agreement.

9. **Public Records.**

9.1 CONTRACTOR shall comply with the provisions of Chapter 119, Fla. Stat. (Public Records Law), in connection with this Agreement and shall provide access to public records in accordance with §119.0701, Fla. Stat. and more specifically CONTRACTOR shall:

9.1.1. Keep and maintain public records required by the COUNTY to perform the Agreement.

9.1.2. Upon request from the COUNTY's custodian of public records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.

9.1.3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the CONTRACTOR does not transfer the records to the COUNTY.

9.1.4. Upon completion of the Agreement, transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR or keep and maintain public records required by the COUNTY to perform the Agreement. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

9.1.5 All blueprints, schematics and design drawings received by the CONTRACTOR from the COUNTY shall not be re-copied or forwarded to another party unless documented permission has been received by COUNTY. Documents shall be documented as retained, returned, or destroyed by CONTRACTOR accepting said documents. In accordance with the Florida Public Records Act, these documents are exempt from Public Disclosure as described in 119.071, Fla. Stat., general exemptions from inspection or copying of public records.

9.2 IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (772) 419-6959, public_records@martin.fl.us, 2401 SE MONTEREY ROAD, STUART, FL 34996.

9.3 Failure to comply with the requirements of this Article shall be deemed a default as defined under the terms of this Agreement and constitute grounds for termination.

10. Minimum Insurance Requirement. The CONTRACTOR must maintain insurance in at least the amounts required throughout the term of this Agreement or any renewals or extensions. The CONTRACTOR must provide a Certificate of Insurance in accordance with the Insurance Requirements and as set forth herein naming the COUNTY as an additional named insured evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Agreement.

10.1 **Loss Deductible Clause.** The COUNTY shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

10.2 **Worker's Compensation Insurance.** The Contractor shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance for all of its employees connected with the work of this project and, in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such

employees are covered by the protection afforded by the Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation statute, the Contractor shall provide, and cause each subcontractor to provide adequate insurance, satisfactory to the COUNTY for the protection of its employees not otherwise protected. Coverage to include Employers Liability \$100,000 each accident, \$100,000 each Disease/Employee and \$500,000 each Disease/Maximum.

10.3 **Commercial Automobile Liability Insurance.** The Contractor shall take out and maintain during the life of this agreement Comprehensive Automobile Liability Insurance for "Any Auto" (owned, hired and non owned) for a minimum of \$1,000,000 Combined Single Limit.

10.4 **Commercial General Liability Insurance.** The Contractor shall take out and maintain during the life of this agreement Commercial General Liability insurance Including coverage for bodily injury, property damage, personal/advertising injury and products/completed operations for negligent acts which may arise from operations under this Agreement whether such operations are alone or by anyone directly or indirectly employed by it. The policy should include Contractual Liability to cover the hold harmless and indemnity provision as set forth in this agreement. A per project limit of liability is required. The amounts of such insurance shall be the minimum limit as follows:

Each Occurance -	\$1,000,000
Personal/Advertising Injury -	\$1,000,000
Products/Completed Operations Aggregate -	\$2,000,000
General Aggregate -	\$2,000,000
Fire Damage -	\$100,000 and 1 fire
Medical Expense -	\$10,000 any 1 person

10.5 **Commercial Automobile and General Liability Insurance.** The Contractor shall require each of its subcontractors to procure and maintain during the life of this subcontract, insurance of the type specified above or insure the activities of his subcontractors in its policy, as specified above.

10.6 **Waiver of Subrogation.** The CONTRACTOR hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent.

11. **Indemnification.** CONTRACTOR shall indemnify and hold harmless the COUNTY and Federal government from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, person or property by or from the said CONTRACTOR; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or on account of any act or omission, neglect or misconduct of the said CONTRACTOR; or by, or on account of, any claim or amounts recovered under the "Workers Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY. The first ten dollars (\$10.00) of compensation received by the CONTRACTOR represents specific consideration for this indemnification obligation.

12. **Bonds.** Payment and performance Bonds, Exhibit C, will be required in the amount of 100% each for the estimated value of the assigned disaster related work. These disaster related bonds must be

submitted to Martin County within seven (7) days following the day of the disaster. Estimated values will be determined at the time of the disaster. The cost of the Bond is included in the unit rates in the Price Schedule, Exhibit B.

13. Liquidated Damages. Upon failure of CONTRACTOR to commence the debris reduction process immediately after 50,000 cubic yards of debris have been brought to each Debris Management Site, CONTRACTOR shall pay to COUNTY liquidated damages of \$5,000.00 per day to reflect COUNTY's estimated damages resulting from the delay. Liquidated damages as set forth in this paragraph are agreed upon by the parties, and it is further agreed that such liquidated damages bear a reasonable relationship to the damages to be incurred by COUNTY in the event of such delay, and are not a penalty.

14. Governing Law. The laws of the State of Florida shall govern this Agreement.

15. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. CONTRACTOR is and shall remain an independent contractor and is neither agent, employee, partner nor joint venture of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control act of 1986 located at 8 U.S.C. 1324, et. Seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of COUNTY.

16. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement to be impossible or performance.

17. Conflict of Interest. CONTRACTOR represents that it has no interest and shall acquire no interest(s), which conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, of the Florida Statutes, CONTRACTOR further represents that no person having any interest shall be employed for said performance. CONTRACTOR shall notify COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that CONTRACTOR may undertake and request an opinion from COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by CONTRACTOR, COUNTY shall so state in the notification and CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict with respect to services provided to COUNTY by CONTRACTOR under the terms of this Agreement.

18. Documents Comprising Agreement. The Agreement documents shall include this Agreement as well as the following documents, which are incorporated herein by reference.

- a. COUNTY's Request for Proposals and all of its addenda and attachments which are part of the RFP set forth above;
- b. CONTRACTOR's Certificate of Insurance;
- c. CONTRACTOR's response to the RFP;
- d. Exhibit A – Scope of Services;

- e. Exhibit B – Price Schedule;
- f. Exhibit C – Payment and Performance Bond;

19. Dispute Resolution.

19.1 As a condition precedent to the filing of any legal proceedings, the parties shall endeavor to resolve claim disputes or other matters in question by mediation. Mediation shall be initiated by any party by serving a written request for same on the other party. The party shall, by mutual agreement, select a mediator within 15 days of the date of the request for mediation. If the parties cannot agree on the selection of a mediator then the COUNTY shall select the mediator, who, if selected solely by the COUNTY, shall be a mediator certified by the Supreme Court of Florida. The mediator's fee shall be paid in equal shares by each party to the mediator.

19.2 **Attorney's Fees.** The parties expressly agree that each party will bear its own attorney's fees incurred in connection with this Agreement.

19.3 **Venue.** This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Martin County, Florida.

19.4 **Non-jury trial.** The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.

19.5 The parties expressly and specifically hereby waive all tort claims and limit their remedies to breach of contract as to any issue in any way connected with this Agreement.

20. Confidential Information. CONTRACTOR agrees no confidential information will be shared as part of this Agreement.

21. Non-Discrimination. During the performance of this Agreement, CONTRACTOR agrees as follows:

21.1 CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. 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. 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.

21.2 CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of 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.

21.3 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 CONTRACTOR's legal duty to furnish information.

21.4 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 CONTRACTOR's commitments under this Article, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

21.5 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.

21.6 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.

21.7 In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and 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.

21.8 CONTRACTOR will include the provisions of Article 21 and the provisions of paragraphs 21.1 through 21.8 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. 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 CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

22. Compliance with the Contract Work Hours and Safety Standards Act.

22.1 **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation

at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

22.2 **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 22.1 CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 22.1, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 22.1.

22.3 **Withholding for unpaid wages and liquidated damages.** The COUNTY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 22.2.

22.4 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Article 22 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Article 22.

23. Compliance with the Clean Air Act (42 U.S.C. §§ 7401-7671q.) as amended.

23.1 CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

23.2 CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

23.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

24. Compliance with the Federal Water Pollution Control Act as amended.

24.1 CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

24.2 CONTRACTOR agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

24.3 CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

25. Suspension and Debarment.

25.1 This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR'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).

25.2 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.

25.3 This certification is a material representation of fact relied upon by COUNTY. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the COUNTY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

25.4 CONTRACTOR 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. CONTRACTOR further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 as amended.

26.1 CONTRACTOR 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.

26.2 **Required Certification.** If applicable, CONTRACTOR has signed and submitted to the COUNTY the required certification.

27. Procurement of Recovered Materials.

27.1 In the performance of this Agreement, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the Agreement performance schedule;
- Meeting Agreement performance requirements; or
- At a reasonable price.

27.2 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>

27.3 CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

28. Access to Records. The following access to records requirements apply to this Agreement:

28.1 CONTRACTOR agrees to provide the COUNTY, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of CONTRACTOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

28.2 CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

28.3 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 this AGREEMENT.

28.4 In compliance with the Disaster Recovery Act of 2018, the COUNTY and CONTRACTOR acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

29. Use of DHS Seal, Logo and Flags. CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

30. 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 this Agreement. CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

31. No Obligation by Federal Government. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from this Agreement.

32. Program Fraud and False or Fraudulent Statements or Related Acts. CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this Agreement.

33. E-Verify. *As a condition precedent to entering into this Agreement*, and in compliance with Section 448.095, Fla. Stat., CONTRACTOR and its subcontractors shall, register with and use the E-Verify system to verify work authorization status of all employees hired after January 1, 2021.

33.1 CONTRACTOR shall require each of its subcontractors to provide CONTRACTOR with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. CONTRACTOR shall maintain a copy of the subcontractor's affidavit as part of and pursuant to the records retention requirements of this Agreement.

33.2 The COUNTY, CONTRACTOR, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Fla. Stat. or the provisions of Article 33 shall terminate the contract with the person or entity.

33.3 The COUNTY, upon good faith belief that a subcontractor knowingly violated the provisions of Article 33, but CONTRACTOR otherwise complied, shall promptly notify CONTRACTOR

and order CONTRACTOR to immediately terminate the contract with the subcontractor.

33.4 A contract terminated under the provisions of Article 33 is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged pursuant to Section 448.095(2)(d), Fla. Stat. CONTRACTOR acknowledges that upon termination of this Agreement by the COUNTY for a violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR further acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of Article 33.

33.5 **Subcontracts.** CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in Article 33; and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Article 33.

34. **Scrutinized Companies.** CONTRACTOR certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, does not have business operations in Cuba or Syria, and is not participating in a boycott of Israel. CONTRACTOR acknowledges that falsely providing this certification, being placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, engaging in business operations in Cuba or Syria or in a boycott of Israel will result in termination of this Agreement.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

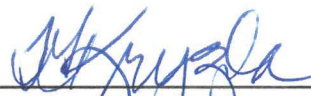
IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement as of the date first above written.

REVIEWED BY

**BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA**



James Gorton
Public Works Director




Don G. Donaldson, P.E.
Deputy County Administrator

ASHBRITT, INC.

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY**



Dow Knight
Senior Vice President



Sarah W. Woods
County Attorney

EXHIBIT A

SCOPE OF SERVICES

1) OVERVIEW

1.1 Purpose

- A. Martin County (COUNTY) is preparing for future disasters by entering into a pre-positioned contract for services for emergency debris clearance, debris removal, reduction and disposal and other disaster related services.

1.2 General Scope

- A. COUNTY will accept proposals from qualified Contractors with experience in debris removal and disaster related services, including preparation, response, recovery, and mitigation phases of any emergency situation or disaster. All work shall follow the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), State of Florida, Martin County, Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe, efficient working environment.
- B. The COUNTY is also requesting proposals for the following items: recycling, beach and shoreline reconstruction, sunken vessel removal, and canal and river debris removal and restoration. These items are not specifically addressed in detail in the specification sections of this RFP. Due to the diversity of damage caused by natural or manmade disasters COUNTY reserves the right to negotiate pricing with the Contractor at the time of the event for all unforeseen debris removal and disaster related activities.
- C. Contractor will be required to conduct annual planning and training activities with COUNTY throughout the term of the agreement. This planning and training shall include, at a minimum, identification and discussion of adequately sized preliminary Debris Management Site(s) (DMS) selections, review and update of debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling, recycling, beach and shoreline restoration, and discussion of revisions to current Federal, State and Local guidelines and regulations. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to COUNTY.
- D. COUNTY has the right to increase or decrease the Contractor's assignment and/or areas of operation within the scope of this contract.
- E. Martin County's current Debris Management Plan will be made available for reference in preparation for Contractor proposals. Note that the debris management plan is a living document, and it will be updated during the term of this contract.

1.3 Event Impact

- A. To ensure both competitive and fair rates, debris load and haul rates will be provided for three (3) cases, depending on the size of the "Event Impact". The 3 cases (i.e. the size of the Event Impact) are based on the number of federally declared Florida counties within a 250

mile radius of Martin County, measured from the Board of County Commissioners Administration Building at 2401 SE Monterey Rd, Stuart, FL. The County computes the number of counties within this radius to be 44 in total. Generally, these counties extend northerly from Martin County to Duval County, westerly to all counties along the eastern Gulf coast from Southwest Florida to the base of the “Panhandle”, and southerly including Miami-Dade and Monroe Counties. For subsequent events occurring during an on-going operation, any newly declared counties will be added to the prior event number to determine the size of the Event Impact. When the size of the Event Impact is increased from one case to a larger case, the contract rates will change for work occurring from the date of the subsequent event. Load haul rates shall be proposed using the haul miles as stated elsewhere in this document for each size of Event Impact.

- B. Contract Rates shall be proposed and contacted adhering to the following table:

Size of Event Impact (case)	# of Declared Counties	Total number of Counties in 250-mile radius
Small	1-6	44
Medium	7-15	44
Large	Over 15	44

2) DEFINITIONS

- 2.1 Clean Vegetative Debris: Tree and landscaping debris free of treated lumber, plastic, household hazardous waste, construction and demolition debris, etc.
- 2.2 Mixed Debris: Vegetative Debris that has been mixed with construction and demolition debris or other materials at the load site prior to removal.
- 2.3 Construction and Demolition (C&D) Debris: Debris generated by building materials, such as fencing, roofing, lumber, drywall, carpeting, plastic, glass, etc. Generally anything other than vegetative and hazardous wastes debris.
- 2.4 White Metal Debris: Household and industrial appliances, such as refrigerators, stove, dishwashers, etc.
- 2.5 Hazardous Waste: Includes the following; Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW): Any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- 2.6 Stumps: Tree stumps located within the ROW, which the root ball is one-half or more exposed but still attached to the ground by roots. Tree stumps with base cut diameter measurements less than 24 inches (measured 24 inches up from where the tree originally exited the ground) will be considered to be normal vegetative debris and removed with the same methods used for other vegetative debris. Tree stumps larger than 24 inches in diameter and still attached to the ground will be removed and paid for in accordance to the MEASUREMENT and PAYMENT paragraphs in this contract. All stumps shall be referred to COUNTY for determination of its disposition prior to removal.

- 2.7 Stump Remnants: Tree stumps that have been grubbed by others from ground and placed in the right of way for pick up. Tree stumps that are not attached to the ground. Tree stump remnants measuring up to 73 inches in diameter that are not attached to the ground by roots will be considered normal vegetative debris and will be paid for under the unit price for removing vegetative debris, NOT stump removal prices or the FEMA Stump Conversion Table.
- 2.8 Ineligible Debris: Debris that is not reimbursable by FEMA, such as unauthorized debris from private property, state and city roads, or not generated as a result of the disaster.
- 2.9 Hand Loading: Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.
- 2.10 Burnable Debris: Burnable debris includes all biodegradable matter except those included in the following definitions of other categories of debris. It includes, but is not limited to, damaged and disturbed trees; bushes and shrubs; broken, partially broken and severed tree limbs; untreated structural timber; untreated wood products; and brush.
- 2.11 Non-Burnable Debris: Non-burnable debris includes, but is not limited to, treated timber; plastic; glass; rubber products; metal products; sheet rock; cloth items; non wood building materials; and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products (i.e. Mobile Trailer parts, Household appliances (White Metal), and similar items), or uncontaminated soil.
- 2.12 Ash: Ash is the residue produced by incineration of the burnable debris. When handling ash, it will be required to “wet down” the ash to prevent dust problems.
- 2.13 Chips/Mulch: Chips and mulch is the end product of chipping or grinding wood products. Proper disposal of chips and mulch is to find environmentally friendly (non-landfill disposal) use for the material.
- 2.14 NTP: Notice to proceed. An official COUNTY document provided via email or facsimile, authorizing the Contractor to commence all operations for the specified event.

3) CONTRACT SERVICES

3.1 EMERGENCY DEBRIS CLEARANCE (FIRST PUSH OR CUT AND TOSS)

A. General

- 1. Emergency Debris Clearance (Push or Cut and Toss) shall include the clearing of disaster related debris from rights of ways and governmental complexes throughout the County. It does not include hauling or disposing of the debris.

B. Scope

- 1. The COUNTY will determine if contracted resources will be required for the Emergency Debris Clearance. The Contractor shall provide specified equipment, with operators, and laborers for debris clearance to meet the stated requirements. The Contractor shall provide, at a minimum, all supervision, labor, equipment, tools, fuel, oil, and materials necessary to fully operate and perform Debris Clearance Operations.

2. The Contractor shall complete debris clearance operations within three (3) days of receiving the NTP. Depending on the severity of the disaster, the Contractor may petition in writing to the COUNTY for an extension for the operation.
3. All hourly manpower rates shall include the cost of PPE, protective clothing, fringe benefits, hand tools, supervision, transportation and any other costs.
4. The work shall consist of clearing all “eligible” debris as directed by COUNTY. The work will include clearing (push or cut and toss) debris from roads.
5. The Contractor shall not move from one designated work area to another designated work area without prior approval from COUNTY.
6. When clearing debris from roads all debris shall be stacked along the edge of pavement on the shoulder of the road and not blocking driveways, side streets or utilities of any kind.
7. The Contractor shall sort the debris into piles based on the descriptions found in the Definitions Section of this Scope. Mixing of debris types shall be avoided.
8. The Contractor shall, with COUNTY direction, provide a daily work plan showing the starting location and which streets/roads will be cleared daily. The Contractor shall track which zones have been cleared and forecast when each remaining zone will be completed.

3.2 DEBRIS REMOVAL (LOAD AND HAUL)

A. General

1. Debris Removal shall include the loading, hauling, and disposal of eligible disaster-generated debris to an approved Debris Management Site (DMS). The debris shall be sorted at the load site into one of the following categories: vegetative, construction and demolition (C&D), mixed, white metal (appliances), vehicles, vessels & boats, e-waste, and/or hazardous waste at a minimum.
2. Maximum allowable time for completion shall be determined by the COUNTY based on damages and estimated debris quantities.

B. Scope

1. Work within COUNTY will be prioritized by COUNTY. The Contractor shall be prepared to respond within the framework of the established schedule to priorities as they are identified by COUNTY.
2. The Contractor shall provide all labor, equipment, machines and tools necessary to load and haul eligible disaster-generated debris. COUNTY prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas throughout COUNTY.
3. The work shall consist of removing any and all “eligible” debris, primarily from the public rights of ways, public lands, or other areas as directed by COUNTY. Work will include:
 - a. examining debris to determine whether or not the debris is eligible vegetative, construction and demolition or other debris
 - b. sorting the debris by type
 - c. loading the debris
 - d. hauling the debris to an approved dumpsite or landfill
 - e. dumping the debris at the dumpsite or landfill.
4. Ineligible debris will not be loaded, hauled, or dumped under this contract. Mixed loading of debris shall be kept to a minimum. COUNTY reserves the right to refuse payment for loads of mixed debris that was deemed mixed by field crews.
5. Debris removal shall include all eligible disaster related debris found on the ROW within the area designated by COUNTY. COUNTY may specify any eligible debris within the

- ROW which should not be removed, or which should be removed at a later time or by others. The Contractor shall make as many passes through the designated area as required by COUNTY. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut by the Contractor at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract without the approval of COUNTY.
6. The Contractor shall use only rubber-tired equipment in the performance of loading and hauling debris, unless given prior approval by COUNTY to utilize alternative equipment.
 7. The Contractor shall not use equipment authorized for debris removal under this contract for private work during the working hours designated under this contract.
 8. All debris shall be mechanically loaded and reasonably compacted. "Hand loading" is not permitted under this contract without the approval of COUNTY.
 9. Disaster-related debris shall be separated into clean vegetative, construction and demolition, white metal, hazardous waste, mixed and ineligible debris at the load sites. Hauling of mixed loads will require approval from COUNTY prior to loading. Ineligible debris shall be left in place, except those items directed by COUNTY (i.e. public safety hazards).
 10. All stump remnants which are fully disengaged from the ground shall be considered normal vegetative debris regardless of size. The Contractor shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by COUNTY.
 11. At the request of COUNTY, the Contractor shall remove hazardous stumps that are in the ground. The Contractor shall provide all labor, equipment and materials to remove and dispose of the assigned stumps. This line item will only be used when it is necessary to grub or dig the stump from the ground. The Contractor will be required to trim all roots flush with the ground, fill all stump holes and re-sod the area after removal. The Contractor shall provide a lump sum stump price to remove, load, haul, restore the site, and final disposal based on stump diameters in the following ranges: 25" to 35", 36" to 47", 48" to 60".
 12. The Contractor shall ensure all assigned/eligible debris is removed from the Load Site before moving to other Load Sites. During the Debris Removal process it will be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue must be removed from the pavement.
 13. The Contractor shall not move from one designated work area to another work area prior to receiving authorization from COUNTY.
 14. The Contractor shall remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the affected soil and pavement.
 15. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted on the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DMS(s). This shall include tarps and/or other mechanical means to ensure no loss of debris pursuant to applicable regulations. All equipment that is hauling debris to the DMS(s) shall be capable of self-dumping or removing its load without assistance from other equipment.
 16. The Contractor is responsible for coordinating with COUNTY and its representatives the loading and hauling of all eligible disaster related debris to the DMS(s).
 17. Any material classed as hazardous or toxic waste shall be reported immediately to COUNTY.

18. The Contractor shall remove White Metal Debris by hauling it separately from other debris types. The Contractor shall take precautions to prevent damage to items containing Freon and various oils and fluids to prevent release of gases and fluids into the environment. Passes within debris zones will not be considered complete until all debris, including White goods and household hazardous waste, are removed.
19. At the direction of COUNTY the Contractor shall remove, recover and properly dispose of Freon from any White Metal Debris, such as refrigerators, freezers or air conditioners, at the curbside, a DMS or final disposal site in accordance with all federal, state and local rules, regulations and laws. The Contractor must have all required license and certifications to perform work.
20. Inoperable automobiles, trucks, trailers, boats and boat trailers that obstruct or impede debris removal shall be removed by acceptable and approved towing methods. Removal shall be accomplished without causing further damage to item. Items shall be stored as directed by COUNTY. The Contractor is to notify COUNTY and receive approval prior to removal of any personal property.
21. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications material are not eligible debris and shall be reported to COUNTY.
22. The Contractor is to notify COUNTY of any situation which poses a health or safety risk to workers on site or to residents.
23. Load Ticket tracking and reconciliation is included in the unit cost price for Debris Removal.
24. Shall the hauler's encounter debris piles that have been determined eligible for pick up, that cannot be collected due to unforeseen obstacles such as fire hydrants, power lines, utility lines or others. The hauler should notify the COUNTY monitor immediately of such obstacle so the COUNTY monitor can properly tag the pile with the appropriate tag.
25. At the direction of COUNTY, the CONTRACTOR shall search safely accessible residential structures, including garages and detached outbuildings for hazardous waste debris for removal. At a minimum the removal shall include, sorting, handling, loading, staging and placing the debris on public ROW for removal and disposal by other pay items in the proposal.
26. The Contractor shall operate beyond the Public and Private Right of Way (ROW) only as identified and directed by COUNTY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, the demolition of structures and the sorting, loading, and hauling of the debris to an approved TDSR site.
27. The Contractor shall operate within public and private structures only as identified and directed by COUNTY. Operations beyond the ROW on private property shall be only as necessary to abate imminent and significant threats to public health and safety of the community and shall include, but is not limited to, removing, sorting, loading, and placing the debris on public ROW for removal and disposal by other pay items in the proposal.

3.3 DEBRIS REDUCTION ON DMS

A. General

1. The Contractor shall manage and operate the DMS located at various locations within Martin County.
2. The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to accept, process, reduce, incinerate, sort and/or dispose of disaster

- related debris. The debris to be handled will consist primarily of vegetative debris, with variable amounts of construction and demolition debris, white metal debris, and hazardous debris included that will require sorting. The construction and demolition (C&D) debris and hazardous waste debris will require additional sorting and processing. Debris accepted at the DMS(s) will require segregation into various categories. Final haul out of disaster-related debris may be required.
3. Reduction of vegetative debris shall be through chipping/grinding or air-curtain incineration. The COUNTY shall determine the reduction method.

B. Scope

1. The debris reduction process shall commence immediately after 50,000 cubic yards have been brought to each DMS site, should the Contractor wish to start sooner no additional approval will be required from the COUNTY. Liquidated damages assessed at \$5,000.00 per day will be charged to the Contractor for failure to meet this specification.
2. The Contractor will establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. The Contractor shall set up and maintain secondary containment under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by COUNTY.
3. The Contractor shall be responsible for establishing the DMS site layout, with COUNTY approval.
4. The Contractor will be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS.
5. The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with COUNTY for the duration of the work.
6. The Contractor will be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and security and safety measures at all times.
7. The Contractor shall manage the site to accept debris collected under other contracts if authorized by COUNTY. The Contractor shall direct traffic entering and leaving the site and shall direct dumping operations at the site.
8. The Contractor shall be responsible for sorting and stockpiling the debris at the DMS(s). Debris shall be segregated into 1) grindable/burnable vegetative debris, 2) non-burnable/non-grindable mixed debris, 3) hazardous and toxic waste, 4) construction and demolition (C&D) debris, 5) white metal, and 6) ash residue if needed, at a minimum. Further segregation of C&D debris, such as recyclable material or durable goods may be necessary.
9. The Contractor shall take precautions while handling Hazardous Waste and White Metal Debris to prevent release of gases and fluids such as Freon, various oils and fluids into the environment. The Contractor is responsible for any environmental issues related to handling of these materials on the site.
10. Upon completion of the debris reduction process, the Contractor will clear the site of all debris and restore the site to the satisfaction of COUNTY.
11. The Contractor shall provide qualified and certified Freon Recovery and hazardous waste crews to process debris.
12. The Contractor shall process/reduce (grind or burn) all stumps and large logs that have been hauled to the DMS(s). The price for processing the stumps and logs will be included in the overall price for processing vegetative debris.
13. The Contractor shall annually coordinate and maintain with the COUNTY a list of privately owned sites suitable for DMS operations. The list shall include the following data at a

- minimum: Physical address of potential sites, owners name and contact information, size in acres of the site, current land use of the property. The sites shall be ranked by the Contractor based on the following criteria: location of site, suitability of the site for the proposed use, proximity of site to residences, ingress/egress and staging impacts, internal roadways, perimeter controls, and available space. The Contractor shall evaluate the top three ranked sites on the list for the presence of wetlands and/or endangered and threatened species and provide written reports of the findings of the studies. The Contractor shall provide an annual update on or before June 1st each year for the duration of the contract term. Private land agreements will not be permitted without prior approval from the COUNTY.
14. The Contractor shall provide a site operations plan for review and approval by COUNTY prior to beginning work. At a minimum, the plan shall address the following:
 - a. Access to site
 - b. Site management, to include point-of-contact, organizational chart, etc.
 - c. Traffic control procedures
 - d. Site security
 - e. Site safety
 - f. Site layout/segregation plan
 - g. Hazardous Waste materials plan
 - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
 15. The Contractor shall be responsible for preparing the site(s) to accept the debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation, inspection, and maintenance of debris monitoring towers. The Contractor shall provide utility clearances and adequate sanitation facilities. The Contractor shall protect existing structures at the sites and repair any damage caused by its operations at no additional cost to COUNTY.
 16. The Contractor shall be responsible for installing site security measures and maintaining security at the site 24 hours per day.
 17. The Contractor shall manage the site to minimize the risk of fire.
 18. The Contractor shall provide a minimum of one (1) qualified spotter at each debris type dumping/staging location within the DMS(s) to ensure the debris is staged in the proper location. The Contractor shall remove all contaminants and hazardous wastes from debris dumped at the DMS(s) and store it in the appropriate locations.
 19. The Contractor shall be responsible for the storage, removal, and containment of ash from all burning operations. The containment area will be “wetted down” periodically under this contract to prevent particles from becoming airborne.
 20. Only equipment used for the purpose of managing and processing the debris may stay overnight in the DMS(s) without the approval of COUNTY.
 21. The Contractor shall designate a location within each DMS for equipment repairs. The Contractor shall not repair equipment outside of the designated equipment repair location without the approval of COUNTY.
 22. The Contractor shall construct or provide at least one inspection tower at each DMS. COUNTY may require additional inspection towers to improve traffic flow through the DMS(s), at no additional cost to COUNTY. Towers shall be of sufficient height to verify the contents within the debris removal trucks.
 23. Immediately after debris reduction has been completed in its entirety, site restoration and close-out, at the debris site shall be completed within 30 calendar days. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.), grading the site; provide environmental remediation and restoring the site to pre-work conditions. The site

will be restored in accordance with all Federal, State and Local requirements. The Contractor shall receive approval from COUNTY as to the final acceptance of a site closure.

24. At the request of the COUNTY the Contractor shall conduct pre and post environmental sampling at all debris sites to include soil samples at a rate of 1 sample per 2 acres disturbed for industry standard analyticals for debris sites. Water samples, where onsite wells exist, will occur at a rate of 1 sample per 10 acres disturbed. The DMS(s) will not be utilized until pre-event sampling has occurred, and the sites will not be considered closed until the post event sampling results have been received.

C. Debris Reduction

1. During the initial planning stage following a disaster, COUNTY will determine the type of reduction method that will be used for vegetative debris at each DMS. The following three (3) methods may be selected for the reduction of vegetative debris:
 - a. Chipping/Grinding
 - b. Air-Curtain Pit Burning
 - c. Portable Air Curtain Incinerators
2. Chipping and Grinding
 - a. The average chip size produced will be dependent on the needs of the end user, but typically should not exceed 4 inches in length and ½ inch in diameter. COUNTY will dictate chip size requirements at the time of the event if necessary.
 - b. Contaminants will not be permitted for the chips or mulch to be acceptable. Plastics, metals, pressure treated lumber, and other non-vegetative debris should be eliminated completely. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, which is also considered a contaminant. Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders. The more contaminants, the more numerous the laborers. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
 - c. Chips/mulch shall be stored in piles no higher than 12 feet and meet all State and Local laws.
 - d. The Contractor is responsible to control dust and particulate emissions resulting from this work.
3. Air-Curtain Pit Burning Requirements
 - a. The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to compliment the blower.
 - b. There is to be a minimum distance of 100 feet between the burn area and the nearest debris piles. There is to be a minimum distance of 1000 feet between the burn area and the nearest building. Contractors are responsible for assuring that the public and workers are kept a safe distance from the burn site.
 - c. No hazardous or contained-ignitable material is to be dumped into the pit.
 - d. The length of the pit should be no longer than the length of the blower system, and the pit should be loaded uniformly along the length.
 - e. The Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.
 - f. Emissions must meet state and federal standards for burning operations.

- g. The Contractor shall be responsible for dust control while handling ash materials.
- h. The Contractor shall apply for and obtain all federal, state and local permits for burning.
- 4. Portable Air Curtain Incinerators
 - a. Portable incinerators use the same principles as air-curtain pit systems. The primary difference being portable incinerators utilize a pre-manufactured pit in lieu of an on-site constructed earth or limestone pit. The pits are engineered to precise dimensions to compliment the blower systems.
 - b. There is to be a minimum distance of 100 feet between the portable incinerator and the nearest debris piles. There is to be a minimum distance of 1000 feet between the portable incinerator and the nearest building. Contractors must assure that the public and workers are kept a safe distance from the incinerator.
 - c. There should be one-foot high warning stops running the length of the pits to alert equipment operators when they are close to the pit. The warning stops should be constructed of fireproof material.
 - d. No hazardous or contained-ignitable material is to be dumped into the pit.
 - e. The Contractor is responsible for ensuring that the public is protected from the burn operation. Signs, fences, and other measures can be used depending on site conditions.
 - f. Emissions must meet state and federal standards for burning operations.
 - g. The Contractor shall be responsible for dust control while handling ash materials.

3.4 HAZARDOUS TREE AND LIMB REMOVAL

A. General

- 1. Tree and Limb Removal work shall include the removal and disposal of hazardous leaning trees and hanging limbs in public right of ways and/or on private property at the direction of COUNTY.
- 1. The Contractor shall provide all management, supervision, labor, machines, tools, and equipment necessary to safely perform tree and limb removal work.

B. Scope

- A. The Contractor must have a means to effectively communicate with all workers and haulers.
- B. The Contractor shall provide a project manager to oversee the work. The Contractor's project manager will be required to attend daily project meetings with COUNTY for the duration of the work.
- C. The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. COUNTY will provide the Contractor with a list of trees and limbs prior to the start date.
- D. The Contractor may be required to remove trees and limbs that have fallen on homes or are threatening to fall on homes as a result of a disaster.
- E. The Contractor shall not move from one designated area to another designated work area prior to receiving authorization from COUNTY.
- F. The Contractor shall not enter onto private property during performance of this contract prior to receipt of an executed right-of-way entry, which will be obtained by COUNTY.
- G. Tree and Limb Removal shall include the complete removal of either as listed and the disposal of the debris that is generated by the work.
- H. All trees shall be cut flush to the ground.
- I. All limbs shall be removed following proper procedures to avoid damage to the tree.
- J. All trees and limbs shall be disposed of at a COUNTY approved site.

- K. The Contractor shall use only rubber-tired equipment in the performance of removing trees and limbs.
- L. The Contractor shall take all necessary precautions to protect motorists, pedestrians, public and private property and all utilities.

TECHNICAL SPECIFICATIONS

4) NOTICE TO PROCEED

- 4.1 The COUNTY will issue an official Notice to Proceed (NTP) for the services referenced in this RFP and resulting contract. The NTP will be sent via facsimile or email. Under no circumstances will COUNTY be liable for any services rendered unless the electronic NTP has been sent and received by the Contractor. The Contractor must acknowledge receipt of the electronic Notice to Proceed. The clock starts once the electronic Notice to Proceed has been sent.

5) CHANGES IN SCOPE

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

6) MOBILIZATION AND RESPONSE

- 6.1 The Contractor shall begin mobilization immediately upon receipt of the NTP.
- 6.2 The Contractor PM shall be sent to Martin County within 24 hours of receipt of the NTP to begin planning and mobilization. The COUNTY and PM will identify the expected scope of services required for the disaster response based upon the intensity of the storm and estimated damages.
- 6.3 Contractor personnel and equipment shall be fully mobilized for each service identified according to the following schedule and upon approval by COUNTY:
 - A. Emergency Debris Clearance- immediately following the disaster during daylight hours once winds subside to less than 40 miles per hour and the NTP has been issued.
 - B. Debris Removal- management staff within two (2) days and remainder of personnel and equipment fifty percent within three (3) days and 100 percent within seven (7) days following the day of the disaster.
 - C. DMS(s)- management staff within two (2) days and remainder of personnel and equipment (including onsite grinder) within seven (7) days following the day of the disaster.
 - D. Hazardous Tree Removal- within five (5) days following the day of the disaster.
- 6.4 The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, and local governments or agencies, or of any public utilities.

7) SAFETY

- 7.1 Contractor will be solely responsible for maintaining safety at all work sites including DMSs and debris collection sites. The Contractor shall take all steps reasonable to ensure safety for both workers and visitors to DMSs and debris collection sites. Contractor will be solely responsible to ensure that all OSHA requirements are met.

8) ON-SITE PM

- 8.1 The Contractor shall provide a PM to oversee all contracted work. The Contractor's PM will be required to attend daily project meetings with COUNTY for the duration of the work. Ensuring all contractual obligations are being met. Provide daily progress reports of total hauling units, hauling capacities and total number of personnel. Coordinate with the COUNTY starting points for Debris Removal and zone assignments for each hauler. Investigate damages, accidents and incident claims and provide findings to the COUNTY. Coordinate truck sizes for streets with size limitations and MOT requirements. Assist the COUNTY with request and concerns from the public.

9) EQUIPMENT

- 9.1 For DMS, the Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), and remove ash from the incinerator, load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this contract.
- 9.2 For DMS, prior to commencing debris reduction and disposal operations, the Contractor shall present to COUNTY, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling.
- 9.3 All trucks and other equipment must be in compliance with all applicable federal, state, and local rules, regulations & policies.
- 9.4 Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.
- 9.5 Sideboards or other extensions to the bed are allowable provided they meet all applicable rules, regulations, and policies; sideboards must be 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 COUNTY.
- 9.6 Damaged sideboards must be repaired prior to arriving at the dumpsite. Failure to do so will result in re-measurement of the vehicle to a lesser capacity.
- 9.7 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 securely hold the tailgate closed during transit, rubber bungee cords will not be permitted. Modifications on tailgates shall follow FEMA's Public Assistance Debris Management Guide (latest edition).
- 9.8 The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. COUNTY reserves the right to refuse equipment that is deemed unsafe or inadequate.

- 9.9 Prior to commencing debris removal operations, the Contractor shall present to COUNTY all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest tenth (1/10) of a cubic yard.
- 9.10 All equipment used for hauling debris shall be measured and marked for its load capacity in cubic yards utilizing permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking. The Contractor shall supply pre-approved measurement forms for each hauling container.
- 9.11 Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-Contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.
- 9.12 Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 cubic yards and larger) and non-rubber tired equipment must be approved by COUNTY before use.
- 9.13 Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by COUNTY.
- 9.14 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.
- 9.15 Trucks or equipment that is 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.
- 9.16 Equipment should be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within 24 hours. The Contractor shall remove from service all unsafe, malfunctioning and/or equipment leaking oil or other fluids immediately. The Contractor shall be responsible for removing all leaked fluids from the effected soil and pavement. Equipment maintenance shall not be performed at the DMS or in public rights-of-ways.

10) TRAFFIC CONTROL

- 10.1 The Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. The Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
- 10.2 The Contractor shall be responsible for traffic control during operations performed by the Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition

and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

- 10.3 The Contractor must be qualified and provide COUNTY with copies of certifications to conduct traffic control operations on roads in Martin County.
- 10.4 The foregoing requirements are to be considered as minimum and the Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

11) WORK HOURS

- 11.1 The Contractor shall coordinate all work with COUNTY and its agents to allow monitoring of activity.
- 11.2 The Contractor is to provide a plan within forty-eight 48 hours of receiving the NTPs. This plan should include at minimum, number of hauling units and personnel, safety processes for all operations.
- 11.3 The Contractor will be required to work from sunrise to sunset for seven (7) days a week during the first pass removal phase. The Contractor will be required to work, from sunrise to sunset for six (6) days a week during the remaining debris removal passes. The Contractor may submit a schedule change in writing to the COUNTY. The COUNTY will review the schedule change request from the Contractor.
- 11.4 The estimated project duration (completion date) will be set forth during the initial seven (7) days after receiving the NTP.

12) SUBCONTRACTORS

- 12.1 Subcontractors may be utilized to assist Contractor with services under this contract.
 - A. The Contractor shall provide COUNTY with an updated list of all s including phone numbers of contact personnel.
 - B. The Contractor shall provide COUNTY with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor prior to starting work.

13) STAFFING REQUIREMENTS

- 13.1 The Contractor shall provide all necessary personnel required to perform the services under the contract. Personnel engaged in performing the services must be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- 13.2 The Contractor shall provide at least one multi-lingual field supervisor if non-English speaking personnel are employed to remove disaster-related debris. The Contractor shall provide at least one bilingual employee at each DMS if non-English speaking staff are utilized. The Contractor must have a means to communicate with all their workers and haulers.

- 13.3 For debris removal, the Contractor shall provide a minimum of one (1) field supervisor for every estimated 50,000 cubic yards of disaster related debris. COUNTY reserves the right to require the Contractor to provide additional on-site management and field supervisors.
- 13.4 The Contractor shall provide sufficient site supervision of all assigned activities. The Contractor shall provide at least one (1) supervisor at every DMS.

14) ENVIRONMENTAL PROTECTION

14.1 Hazardous or Toxic Waste

A. Containment

1. The Contractor will be required to construct a containment area at the reduction site to store Hazardous Waste materials. This containment area will consist of an earthen berm with a non-permeable soil liner. The containment area must be covered at all times with a non-permeable cover.

B. Segregation and Reporting

1. All materials that are classified, Hazardous Waste shall be reported immediately to COUNTY. This material shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous waste debris to be processed. All hazardous debris will be moved and placed in the designated containment area.

C. Spills

1. The Contractor shall be responsible for reporting to COUNTY and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to COUNTY.
2. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.
3. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point Hotline (800) 320-0519 and COUNTY immediately following discovery. A written follow-up report shall be submitted to COUNTY no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
 - a. Description of the material spilled (including identity, quantity, manifest number, etc.).
 - b. Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
 - c. Exact time and location of spill, including description of the area involved.
 - d. Receiving stream or waters.
 - e. Cause of incident and equipment and personnel involved.
 - f. Injuries or property damage.
 - g. Duration of discharge.
 - h. Containment procedures initiated.
 - i. Summary of all communications the Contractor has had with press, agencies, or Government officials other than COUNTY.
 - j. Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

15) DOCUMENTATION & REPORTING

- 15.1 The Contractor shall provide COUNTY with a daily documentation report listing all equipment and crews used for debris clearance. The report shall list the location and number of hours worked for each piece of equipment and crew. Each piece of equipment and crew shall have a unique identification number.
- 15.2 The Contractor shall submit a report to COUNTY by close of business each day for the term of the contract. Each report shall contain, at a minimum, the following information: Contractor's name and sub-Contractors, date, location of completed work, location of work for next day, daily and cumulative hours for each piece of equipment and crew (Emergency Clearance), list of roads that were cleared, number of crews & equipment, daily and cumulative totals of debris removed & processed by type, daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area, number of hazardous trees and hanging limbs removed, problems encountered or anticipated.

16) LOAD TICKETS

- 16.1 Automated Debris Management System (ADMS) will be used for recording volumes of debris removed and processed. COUNTY reserves the right to utilize alternative technology for ticketing as new technology becomes available, or the use of paper tickets. Use of an electronic ticketing system does not relieve the responsibility of the Contractor to properly track their loads and perform ticket reconciliation.
- 16.2 When using paper tickets a five (5) part paper load ticket shall be used and at a minimum each ticket will contain the following information: Martin County debris load ticket as title, event name, Contractor name, ticket number, load site location, date, load site zone, truck number, capacity, total debris volume or quantity, dump site name or location, type of debris, comment section and signature line.
- 16.3 A Martin County Load Site Monitor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will provide the load ticket to the Martin County Disposal Site Monitor at the dumpsite. A Martin County Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by COUNTY. Load measurements will be documented on Load Tickets.
- 16.4 The Contractor will not be permitted to unload debris at a DMS without an approved Load Ticket that was supplied by their assigned monitor.
- 16.5 The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of COUNTY.
- 16.6 The Debris Removal Contractor shall supply all paper Load Tickets for the use of tracking the loads into the DMS(s). The DMS Site Management Contractor shall supply all paper Load Tickets for the use of tracking the final haul out of processed debris.
- 16.7 The Contractor shall keep a daily updated log, in each DMS site inspection tower, of all loads received, including the total volume of debris in each load.

- 16.8 The Contractor shall provide a copy of all daily log sheets at the end of each business day to the COUNTY and all other designees.

17) MEASUREMENTS

17.1 Debris Removal

- A. Measurement for debris removed will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by COUNTY. Load measurements will be documented on Load Tickets.
- B. Haul miles will be based on radii from the assigned DMS to the load zone. If the radius line crosses a portion of a zone the entire zone will be assigned the shortest distance to the DMS. The mileage measurements will not be based on actual driving distances. The number and size of the zones within COUNTY are subject to change. Refer to Appendices for a sample zone map (Appendix I) and a mileage radius line through the zones (Appendix II).
- C. Tree stumps shall be removed and measured based on criteria established by FEMA guidelines, rules and regulations. Stumps measuring 24" or less in diameter with 50 percent or more of the root ball exposed shall be removed under the proposed unit cost rate for debris removal and converted to Cubic Yards. FEMA provides a guideline for stump conversion to Cubic Yards, payment for these stumps will be determined using the conversion table.
- D. Measurement for payment of eligible stumps removed with 25" to 35", 36" to 47", 48" to 60" in diameter shall be per stump. COUNTY will measure and certify all stumps under this category prior to removal, the Contractor shall provide a list of potentially eligible stumps with GPS coordinates and nearest address to the COUNTY for review.
- E. Stumps placed on the Right-Of-Way regardless of size shall be considered normal vegetative debris and shall be removed by the Contractor and will be paid for under the unit price for removing vegetative debris, NOT stump removal prices or the current FEMA Stump Conversion Table / Formula.
- F. Tree stump remnants that are not attached to the ground by roots will be considered normal vegetative debris and will be paid for under the unit price for removing vegetative debris, NOT stump removal prices or the current FEMA Stump Conversion Table / Formula.
- G. Measurement for Freon Recovery shall be based on a unit cost for each individual item containing Freon.
- H. Measurement for White Metal Debris will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by COUNTY. Load measurements will be documented on Load Tickets.

17.2 DMS

- A. Measurement for the management and processing of all in-coming debris will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by COUNTY.

- B. Measurement for final haul out of all processed debris and residue will be by the cubic yard as determined through truck and trailer measurement. Partial loads will be adjusted down by visual inspection by COUNTY.
- C. Load measurements will be documented on Load Tickets and daily log sheets.
- D. For the final haul-out of debris from a DMS site, the haul miles will be based on the shortest route from the assigned DMS to the final disposal site. COUNTY will approve all routes prior to the final haul-out.
- E. All efforts required in mobilization, site set-up, site maintenance, site close-out, remediation and demobilization shall be considered as a total job and included in the unit cost for managing DMS(s).

17.3 Hazardous Tree and Limb Removal

- A. Measurement for tree removal will be determined at Diameter Breast Height (DBH). DBH is measured at four and one half (4-1/2) feet above ground level.
- B. Measurement for leaning trees cut at the right of way line will be determined at the point of the cut.
- C. Measurement for limb removal will be determined at the limbs origination point.

18) PERMITS

- 18.1 The Contractor shall apply for and obtain all federal, state and local permits for services rendered.

19) PAYMENTS AND DAMAGES

19.1 Payment

A. General

- 1. All invoices must be submitted with a detailed tabular report listing all individual load tickets and hours worked for each piece of equipment and crew. The report must meet COUNTY's requirements for invoicing and be approved prior to the invoicing process.
- 2. Payment for work completed shall be invoiced within thirty (30) days or time periods set forth by the COUNTY. Invoices will be based on verified quantities from the daily operational reports. COUNTY reserves the right to adjust the invoicing schedule.
- 3. A 10% retainage will be withheld until the end of the project, including ticket reconciliation.

B. Emergency Debris Clearance

- 1. Payment for work completed will be based on verified hours worked from the daily operational report utilizing the hourly contract price schedule. The hourly contract price schedule shall include all costs associated with removing, cutting, loading, hauling and dumping debris.

2. All hourly equipment rates shall include the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.
3. All hourly manpower rates shall include personal protective equipment (PPE), protective clothing, fringe benefits, hand tools, supervision, transportation and any other costs associated with personnel.

C. Debris Removal (Load and Haul)

1. Payment for the removal of vegetative debris to include all costs associated with loading, hauling and dumping will be paid for under the contract bid item for Vegetative Debris. This shall include all stump remnants that do not require grubbing from the ground.
2. Payment for the removal of construction and demolition debris and white metal debris to include all costs associated with loading, hauling and dumping will be paid for under the contract bid item for Construction and Demolition Debris.
3. Payment for the removal of stumps (stumps that require grubbing and backfilling), 25 inches and larger, to include all costs associated with loading, backfilling, restoring the site, sodding, hauling, dumping and final disposal will be paid for under the contract bid item for the appropriate size category for Stump Grubbing and Removal.

D. DMS

1. Payment for all debris sorted, segregated, processed, and reduced will be made at the unit price per cubic yard.
2. Payment for managing and operating the DMS(s); furnishing material, labor, tools and equipment necessary to sort, process, reduce, and load debris; and providing for traffic control, dust control, erosion control, inspection tower, lighting, ash containment, fire protection, permits, toilet facilities, site road management and safety measures; are all incorporated in the Contractor's unit price for managing debris.
3. Payment for hauling processed debris from the DMS(s) to the final disposal site will be by the Cubic Yard as determined by COUNTY.
4. Payment for site preparation and site closure will be included in the unit cost for processing debris. Payment for work completed shall be invoiced within thirty (30) days or time periods set forth by the COUNTY. Invoices will be based on verified quantities from the daily operational reports. COUNTY reserves the right to adjust the invoicing schedule.
5. Payment for final disposal at an approved disposal site will be paid at a "pass-through" rate. The Contractor cannot add additional cost to the invoice for processing disposal fees.

E. Tree and Limb Removal

1. Payment for all trees removed will be made at the unit price per tree based on the contract price as specified in the cost proposal.
2. Payment for all limbs removed will be made at the unit price per one (1) to five (5) limbs or six (6) and greater limbs per tree based on the contract bid price as specified in the bidding schedule. Payment will be based on number of limbs per tree greater than two (2) inches in diameter at the location of the cut pursuant to current FEMA guidelines.
3. Payment for managing and operating the work sites, furnishing material, labor, tools and equipment necessary to remove and dispose the trees and limbs, and providing for traffic control and safety measures, are all incorporated in the Contractor's unit prices. There will be no payment for mobilization and demobilization.

4. All invoices must be submitted with a detailed tabular report listing all individual tree removal locations.

19.2 Non-reimbursable

- A. No payment will be made for equipment down-time resulting from equipment failure, routine maintenance and fueling. Down-time must be deducted in one half-hour segments. Down-time occurring for less than fifteen minutes shall not be deducted from reported work hours.
- B. There will be no payment for mobilization and demobilization.

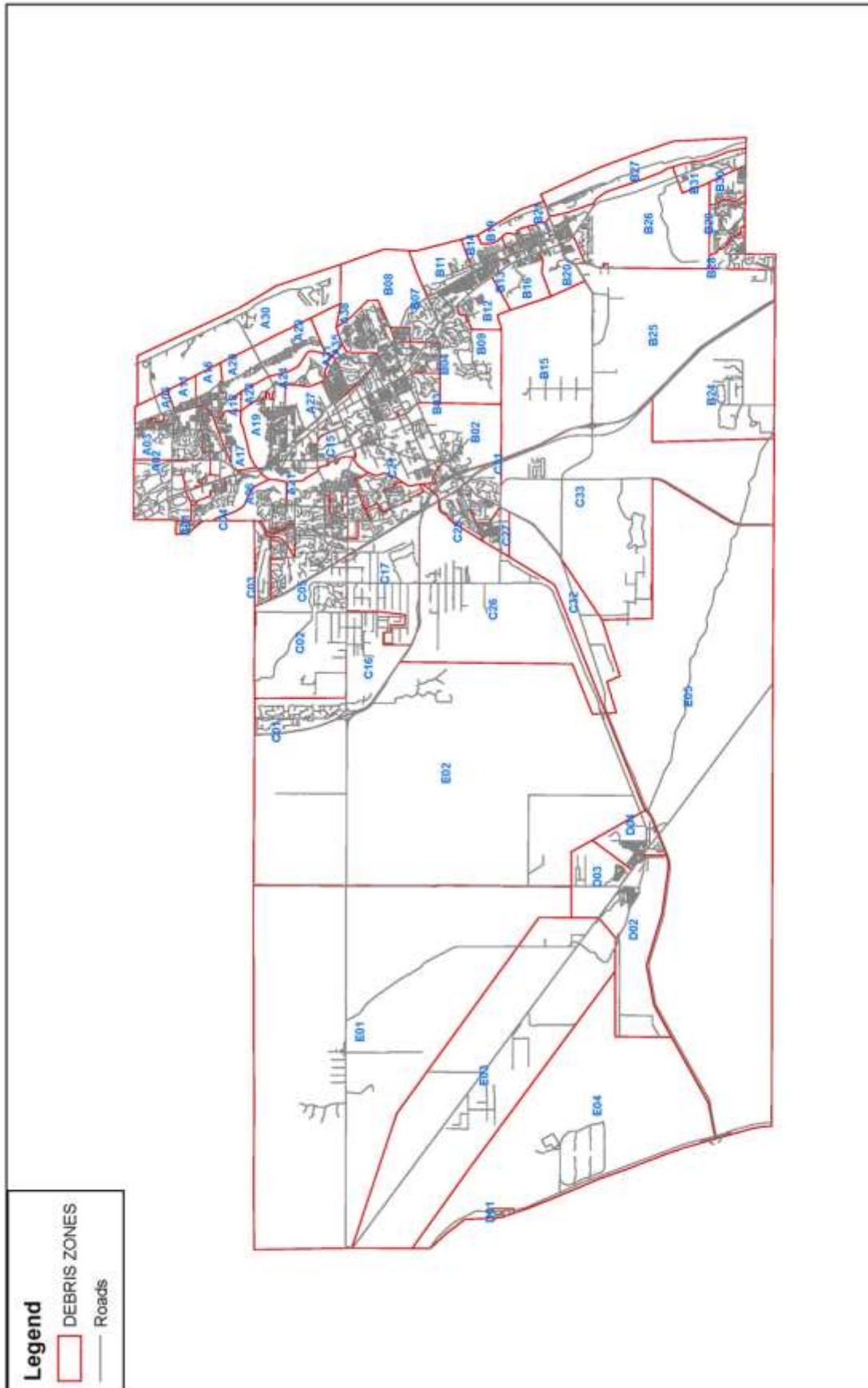
19.3 Damages

- A. The Contractor will be responsible for repairing all damages caused by Contractor or subcontractors. All damages shall be repaired no later than thirty (30) days after the damage has been verified by the COUNTY. The Contractor shall provide COUNTY with a weekly report outlining the status of all damage concerns. The following list of damages is not meant to be all inclusive but rather an example of the COUNTY expectation: Hydraulic oil leaks, asphalt or concrete damage, ruts on turf, sidewalks, drainage structures, and landscape.
- B. The Contractor shall repair or replace with like materials all damaged mailboxes within 48 hours from when the damaged occurred. The Contractor shall contact the person(s) making claims regarding damages within 2 days of receiving said claim; information such as method of repair and timeline for completion shall be discussed.

20) OTHER CONTRACTS

- 20.1 Other contracts may be issued for the purpose of removing disaster related debris within COUNTY.
- 20.2 COUNTY reserves the right to issue other contracts or direct other Contractors to work within the scope of work included in this contract.
- 20.3 Also, the Contractor's personnel shall not solicit work from private citizens or others with manpower and equipment designated under this contract.

APPENDIX I – MARTIN COUNTY DEBRIS ZONE MAP BOOK



Updated: 12/17/2019



Martin County Debris Zone Map Book

1 in = 16,940 feet

APPENDIX II – DEBRIS MILEAGE RADIUS SAMPLE

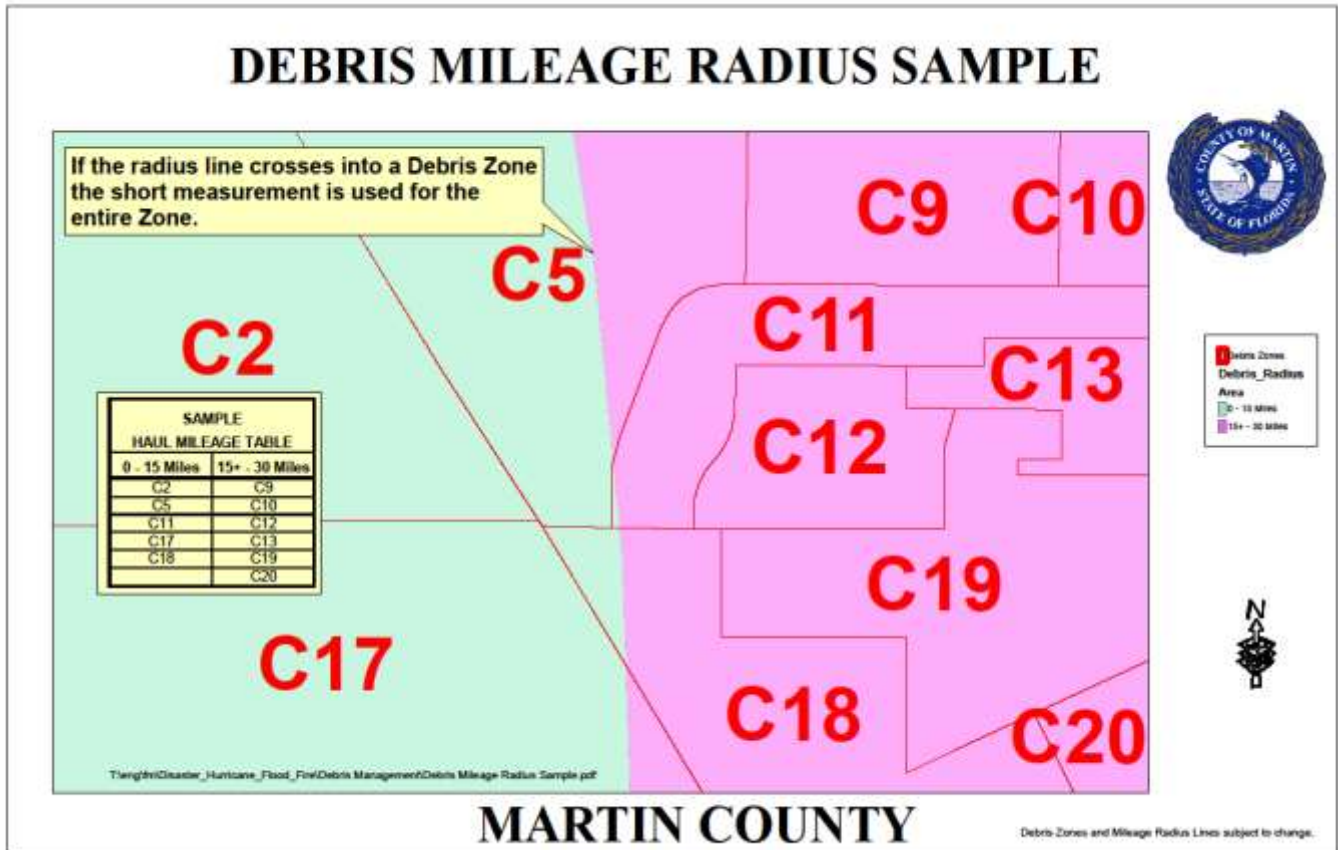


EXHIBIT B

RFP2021-3310
DISASTER RELATED DEBRIS REMOVAL
COST PROPOSAL / FEE SCHEDULE

SIZE OF EVENT IMPACT: SMALL			
EMERGENCY DEBRIS CLEARANCE			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Dump Truck, 16-20 yd ³ capacity, with Operator	HR	\$ 125.00
2	Rubber Tired Front-end Loader, 3-5 yd ³ capacity, with Operator	HR	\$ 165.00
3	Two (2) Person Laborer Crew with Chainsaws, 20"min bar, Pickup Trucks ½-1 Ton, traffic flags, and misc. small tools (axes, shovels, safety equip.)	HR	\$ 120.00
4	Crew Foreman with Pickup Truck, ½-1 Ton, and cellular phone.	HR	\$ 70.00
5	Track Hoe Excavator, 2-3 yd ³ bucket or grapple with operator	HR	\$ 175.00
6	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	HR	\$ 120.00
DEBRIS REMOVAL			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Removal of Vegetative Debris from assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 8.25
	16-30 Miles	CY	\$ 9.75
	31-60 Miles	CY	\$ 11.25
2	Removal of Construction and Demolition Debris and White Metal Debris from assigned load site to DMS or other approved disposal site		
	Mileage Radius: 0-15 Miles	CY	\$ 9.25
	16-30 Miles	CY	\$ 10.25
	31-60 Miles	CY	\$ 11.25
3	Removal of Hazardous Waste Debris from Curbside at assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 55.00
	16-30 Miles	CY	\$ 65.00
	31-60 Miles	CY	\$ 81.25
4	Removal of Silt and Sand Deposits from assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 8.95
	16-30 Miles	CY	\$ 9.95
	31-60 Miles	CY	\$ 10.95
5	Stump Grubbing, Removal and Disposal: 25 to 35"	EA	\$ 145.00
6	Stump Grubbing, Removal and Disposal: 36" to 47"	EA	\$ 250.00
7	Stump Grubbing, Removal and Disposal: 48" to 60"	EA	\$ 325.00
8	Spoiled Food and Non-Hazardous Waste Removal and Disposal	TON	\$ 142.09
9	Hazardous Waste Debris Removal From Structures	SF of floor space	\$ 2.41
10	Public and Private property Demolition and Debris Removal	CY	\$ 12.95
11	Removal of Unsafe Debris from Within Public and Private Structures	SF of floor space	\$ 2.41
DMS MANAGEMENT			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Management, Processing, Reducing and Loading of all debris and/or residue at the DMS(s) by chipping/grinding	CY	\$ 4.25
2	Management, Processing, Reducing and Loading of all debris and/or residue at the DMS(s) through air curtain pit/incineration	CY	\$ 4.25
3	Final haul out of processed debris from the DMS to an approved disposal site.		
	Mileage Radius: 0 - 15 Miles	CY	\$ 3.95
	16 - 30 Miles	CY	\$ 5.00
	31 - 60 Miles	CY	\$ 6.50
	61 - 90 Miles	CY	\$ 7.95
4	Final haul out of processed and/or reduced debris from the DMS to an approved disposal site.		
	Mileage: 0 -15 Miles	TON	\$ 16.00
	16 - 30 Miles	TON	\$ 20.00
	31 - 60 Miles	TON	\$ 25.00
	61 - 90 Miles	TON	\$ 32.50
5	Freon Recovery	EA	\$ 60.00
6	Compacting of C&D debris	CY	\$ 3.95
TREE AND LIMB REMOVAL			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Tree Removal and Disposal - 4" to 12"	DBH	\$ 75.00
2	Tree Removal and Disposal - 13" to 24"	DBH	\$ 145.00
3	Tree Removal and Disposal - 25" to 37"	DBH	\$ 225.00
4	Tree Removal and Disposal - 38" to 50"	DBH	\$ 325.00
5	Limb Removal and Disposal - 1 to 5 Limbs	Per Tree	\$ 145.00
6	Limb Removal and Disposal - 6 to 10 Limbs	Per Tree	\$ 165.00
7	Limb Removal and Disposal - 11 Limbs or Greater	Per Tree	\$ 185.00

RFP2021-3310
DISASTER RELATED DEBRIS REMOVAL
COST PROPOSAL / FEE SCHEDULE

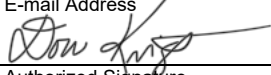
SIZE OF EVENT IMPACT: MEDIUM			
EMERGENCY DEBRIS CLEARANCE			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Dump Truck, 16-20 yd ³ capacity, with Operator	HR	\$ 125.00
2	Rubber Tired Front-end Loader, 3-5 yd ³ capacity, with Operator	HR	\$ 165.00
3	Two (2) Person Laborer Crew with Chainsaws, 20"min bar, Pickup Trucks ½-1 Ton, traffic flags, and misc. small tools (axes, shovels, safety equip.)	HR	\$ 120.00
4	Crew Foreman with Pickup Truck, ½-1 Ton, and cellular phone.	HR	\$ 70.00
5	Track Hoe Excavator, 2-3 yd ³ bucket or grapple with operator	HR	\$ 175.00
6	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	HR	\$ 120.00
DEBRIS REMOVAL			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Removal of Vegetative Debris from assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 8.25
	16-30 Miles	CY	\$ 9.75
	31-60 Miles	CY	\$ 11.25
2	Removal of Construction and Demolition Debris and White Metal Debris from assigned load site to DMS or other approved disposal site		
	Mileage Radius: 0-15 Miles	CY	\$ 9.25
	16-30 Miles	CY	\$ 10.25
	31-60 Miles	CY	\$ 11.25
3	Removal of Hazardous Waste Debris from Curbside at assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 55.00
	16-30 Miles	CY	\$ 65.00
	31-60 Miles	CY	\$ 81.25
4	Removal of Silt and Sand Deposits from assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 8.95
	16-30 Miles	CY	\$ 9.95
	31-60 Miles	CY	\$ 10.95
5	Stump Grubbing, Removal and Disposal: 25 to 35"	EA	\$ 145.00
6	Stump Grubbing, Removal and Disposal: 36" to 47"	EA	\$ 250.00
7	Stump Grubbing, Removal and Disposal: 48" to 60"	EA	\$ 325.00
8	Spoiled Food and Non-Hazardous Waste Removal and Disposal	TON	\$ 142.09
9	Hazardous Waste Debris Removal From Structures	SF of floor space	\$ 2.41
10	Public and Private property Demolition and Debris Removal	CY	\$ 12.95
11	Removal of Unsafe Debris from Within Public and Private Structures	SF of floor space	\$ 2.41
DMS MANAGEMENT			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Management, Processing, Reducing and Loading of all debris and/or residue at the DMS(s) by chipping/grinding	CY	\$ 4.25
2	Management, Processing, Reducing and Loading of all debris and/or residue at the DMS(s) through air curtain pit/incineration	CY	\$ 4.25
3	Final haul out of processed debris from the DMS to an approved disposal site.		
	Mileage Radius: 0 - 15 Miles	CY	\$ 3.95
	16 - 30 Miles	CY	\$ 5.00
	31 - 60 Miles	CY	\$ 6.50
	61 - 90 Miles	CY	\$ 7.95
4	Final haul out of processed and/or reduced debris from the DMS to an approved disposal site.		
	Mileage: 0 -15 Miles	TON	\$ 16.00
	16 - 30 Miles	TON	\$ 20.00
	31 - 60 Miles	TON	\$ 25.00
	61 - 90 Miles	TON	\$ 32.50
5	Freon Recovery	EA	\$ 60.00
6	Compacting of C&D debris	CY	\$ 3.95
TREE AND LIMB REMOVAL			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Tree Removal and Disposal - 4" to 12"	DBH	\$ 75.00
2	Tree Removal and Disposal - 13" to 24"	DBH	\$ 145.00
3	Tree Removal and Disposal - 25" to 37"	DBH	\$ 225.00
4	Tree Removal and Disposal - 38" to 50"	DBH	\$ 325.00
5	Limb Removal and Disposal - 1 to 5 Limbs	Per Tree	\$ 145.00
6	Limb Removal and Disposal - 6 to 10 Limbs	Per Tree	\$ 165.00
7	Limb Removal and Disposal - 11 Limbs or Greater	Per Tree	\$ 185.00

RFP2021-3310
DISASTER RELATED DEBRIS REMOVAL
COST PROPOSAL / FEE SCHEDULE

SIZE OF EVENT IMPACT: LARGE			
EMERGENCY DEBRIS CLEARANCE			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Dump Truck, 16-20 yd ³ capacity, with Operator	HR	\$ 125.00
2	Rubber Tired Front-end Loader, 3-5 yd ³ capacity, with Operator	HR	\$ 165.00
3	Two (2) Person Laborer Crew with Chainsaws, 20"min bar, Pickup Trucks ½-1 Ton, traffic flags, and misc. small tools (axes, shovels, safety equip.)	HR	\$ 120.00
4	Crew Foreman with Pickup Truck, ½-1 Ton, and cellular phone.	HR	\$ 70.00
5	Track Hoe Excavator, 2-3 yd ³ bucket or grapple with operator	HR	\$ 175.00
6	Low Bed Equipment Trailer, 35 Ton capacity, and Tractor Truck with operator	HR	\$ 120.00
DEBRIS REMOVAL			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Removal of Vegetative Debris from assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 8.25
	16-30 Miles	CY	\$ 9.75
	31-60 Miles	CY	\$ 11.25
2	Removal of Construction and Demolition Debris and White Metal Debris from assigned load site to DMS or other approved disposal site		
	Mileage Radius: 0-15 Miles	CY	\$ 9.25
	16-30 Miles	CY	\$ 10.25
	31-60 Miles	CY	\$ 11.25
3	Removal of Hazardous Waste Debris from Curbside at assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 55.00
	16-30 Miles	CY	\$ 65.00
	31-60 Miles	CY	\$ 81.25
4	Removal of Silt and Sand Deposits from assigned load site to DMS		
	Mileage Radius: 0-15 Miles	CY	\$ 8.95
	16-30 Miles	CY	\$ 9.95
	31-60 Miles	CY	\$ 10.95
5	Stump Grubbing, Removal and Disposal: 25 to 35"	EA	\$ 145.00
6	Stump Grubbing, Removal and Disposal: 36" to 47"	EA	\$ 250.00
7	Stump Grubbing, Removal and Disposal: 48" to 60"	EA	\$ 325.00
8	Spoiled Food and Non-Hazardous Waste Removal and Disposal	TON	\$ 142.09
9	Hazardous Waste Debris Removal From Structures	SF of floor space	\$ 2.41
10	Public and Private property Demolition and Debris Removal	CY	\$ 12.95
11	Removal of Unsafe Debris from Within Public and Private Structures	SF of floor space	\$ 2.41
DMS MANAGEMENT			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Management, Processing, Reducing and Loading of all debris and/or residue at the DMS(s) by chipping/grinding	CY	\$ 4.25
2	Management, Processing, Reducing and Loading of all debris and/or residue at the DMS(s) through air curtain pit/incineration	CY	\$ 4.25
3	Final haul out of processed debris from the DMS to an approved disposal site.		
	Mileage Radius: 0 - 15 Miles	CY	\$ 3.95
	16 - 30 Miles	CY	\$ 5.00
	31 - 60 Miles	CY	\$ 6.50
	61 - 90 Miles	CY	\$ 7.95
4	Final haul out of processed and/or reduced debris from the DMS to an approved disposal site.		
	Mileage: 0 -15 Miles	TON	\$ 16.00
	16 - 30 Miles	TON	\$ 20.00
	31 - 60 Miles	TON	\$ 25.00
	61 - 90 Miles	TON	\$ 32.50
5	Freon Recovery	EA	\$ 60.00
6	Compacting of C&D debris	CY	\$ 3.95
TREE AND LIMB REMOVAL			
ITEM NO.	DESCRIPTION	UNIT	PRICE
1	Tree Removal and Disposal - 4" to 12"	DBH	\$ 75.00
2	Tree Removal and Disposal - 13" to 24"	DBH	\$ 145.00
3	Tree Removal and Disposal - 25" to 37"	DBH	\$ 225.00
4	Tree Removal and Disposal - 38" to 50"	DBH	\$ 325.00
5	Limb Removal and Disposal - 1 to 5 Limbs	Per Tree	\$ 145.00
6	Limb Removal and Disposal - 6 to 10 Limbs	Per Tree	\$ 165.00
7	Limb Removal and Disposal - 11 Limbs or Greater	Per Tree	\$ 185.00

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DISASTER RELATED DEBRIS REMOVAL
COST PROPOSAL / FEE SCHEDULE

OPTIONAL - OTHER DISASTER RELATED SERVICES		
<i>Provide a detailed description of services included if pricing is provided for items below (1 page limit per item)</i>		
ITEM NO.	DESCRIPTION	PRICE
1	Recycling Disaster Debris	NA
2	Beach Restoration/Cubic Yard	\$ 24.50
3	River and Canal Shore Line Restoration/Linear Foot	\$ 25.50
4	River and Canal Debris Removal/Cubic Yard	\$ 75.00
5	Sunken Vessel Removal/Linear Foot, Marine Based Operations	\$ 145.00
6	Automobiles, trucks & trailers/Each	NA

AshBritt, Inc.	Dow Knight
Company Name	Name of Authorized Representative (Print)
565 E. Hillsboro Blvd.	Sr. Vice President
Street Address	Title
Deerfield Beach, FL 33441	dow@ashbritt.com
City, State, Zip	E-mail Address
(954) 725-6992	
Telephone	Authorized Signature