 C22-02-156

EMERGENCY DEBRIS REMOVAL CONTRACT

THIS CONTRACT, made this 15th day of February, 2022, between **ST. LUCIE COUNTY,** a political subdivision of the State of Florida, hereinafter called the "COUNTY", and **CERES ENVIRONMENTAL SERVICES, INC.**, or his, its or their successors, executors, administrators, and assigns hereinafter called the "CONTRACTOR":

WITNESSETH:

1. **PURPOSE**

That Contractor agrees with County, for the consideration herein mentioned, at his, its or their own proper cost and expense to do all the Work and furnish all the materials, equipment, supplies, and labor necessary to carry out this Contract in the manner and to the full extent as set forth in the Contract Documents, and to the satisfaction of the duly authorized representatives of St. Lucie County, who shall have at all times full opportunity to inspect the materials to be furnished and the Work to be done under this Contract.

2. **GENERAL DESCRIPTION OF WORK/SCOPE OF SERVICES**

It is agreed that the Work to be done under this Contract is: **Emergency Debris Removal** as further described in St. Lucie County Request for Proposals **RFP# 21-037**, made a part hereof by this reference. Scope of Services are including, but not limited to the following:

- Emergency Road Clearance
- ROW Vegetative Debris Removal
- ROW C&D Debris Removal
- Demolition, Removal, Transport and Disposal of Non-RACM Structures
- Demolition, Removal, Transport and Disposal of RACM Structures
- DMS(s) Management, Operations and Reduction through Grinding
- DMS(s) Management, Operations and Reduction through Above Ground Air Curtain Incineration
- Haul-Out of Reduced Debris to a County Approved Final Disposal Site
- Removal of Hazardous Trees and Hangers
- Removal of Hazardous Stumps
- ROW White Goods Debris Removal
- Household Hazardous Waste (HHW) Removal, Transport and Disposal
- E-Waste Removal
- Abandoned Vehicle and Vessel Removal
- Dead Animal Carcasses

The Contractor shall be capable of assembling, directing and having the capacity to manage a major workforce, with multiple subcontractors, that can be fully operational in debris management operations and to cover the expenses of a major recovery prior to being paid by the County. Established

management teams must be in place. The Contractor shall have the resources to provide the equipment and personnel necessary to cover a major disaster. The Contractor shall be able to assemble trucks, equipment, materials and crews immediately following a disaster, giving the County of Deltona priority status.

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

Under this Contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time Notice to Proceed is issued and executed by the County for the Contractor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Contractor by the County Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

3. **PROJECT MANAGER**

The Project Manager for the County is George Landry at (772) 462-1846. The Project Manager for the Contractor is ~~Dawn Brown~~ at ~~(800) 218-4424~~.
Stanley Bloodworth 601-529-4805

The parties shall direct all matters arising in connection with the performance of this Contract, other than invoices and notices, to the attention of the Project Managers for attempted resolution or action. Except as otherwise provided for in this Contract, the Project Managers shall be responsible for overall resolution or action. The Project Managers shall be responsible for overall coordination and

oversight relating to the performance of this Contract. The Project Manager, however, has no authority to approve or execute Change Order Work except as set forth in the County Purchasing Manual.

The Contractor shall keep during the term of this Contract a competent Project Manager, any necessary assistants, all satisfactory to the County's Project Manager. The Contractor shall not use a Project Manager to whom the County has made reasonable and timely objection. The Contractor shall not change their Project Manager without the County's consent. The County's Project Manager shall be able to reach the Contractor's Project Manager at their cell number. The Contractor shall give sufficient superintendence to the work using his best skill and attention. At any time the County's Project Manager, with or without cause, may request that the Contractor replace any individual with an individual acceptable to the County.

4. **CONTRACT DOCUMENTS**

The Contract Documents which comprise the Contract between the County and the Contractor are attached hereto and made part hereof and consist of the following:

A. This Contract, consisting of pages 01 through 33 inclusive.
B. Contractor's Proposal, consisting of 22 pages, including:
    Form 1 – Proposer Information and Authorization Signature
    Form 2 – Non-Collusion Affidavit
    Form 3 – Corporate Resolution
    Form 4 – Confirmation of Drug-Free Workplace
    Form 5 – Public Entity Crime Affidavit
    Form 6 – Hold Harmless and Indemnity Agreement
    Form 7 – Certification Regarding Debarment & Suspension
    Form 8 – Anti-Lobbying Certification
    Form 9 – Hourly Labor, Equipment and Material Price Schedule and the Unit rate Price Schedule
C. RFP Documents, consisting of 76 pages
D. Addenda No. 01
E. Insurance Certificates which shall be provided by the Contractor, along with the return of an executed copy of this Contract.
F. Any Modifications, including change orders, duly delivered after execution of this Contract.

Except for duly authorized and executed Modifications including but not limited to change orders and contract amendments, any conflict between the terms and conditions of this Contract and the terms and conditions of any of the other contract documents shall be interpreted in favor of this Contract.

5. **PERFORMANCE GUARANTY**

That Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defect in workmanship or material appearing in the Work; and further guarantees the successful performance of the Work for the service intended. Neither inspection nor payment, including final payment, by the County shall relieve the Contractor or its Surety from his or its obligations to do and complete the Work in accordance with this Contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective Work, an equitable deduction from the contract price shall be

made therefore or in the alternative, if the expense incurred by the County to correct deficient or defective Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The liability of the Contractor and its surety or sureties for such payment is joint and several.

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of one (1) year beginning on the date first written above. Upon mutual written agreement, this Contract may be extended for three (3) additional one-year renewal terms pursuant to the same terms and conditions.

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

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

7. **DELAY DAMAGES**

It is mutually agreed between the parties hereto that time is of the essence in the performance of this Contract. In the event the Work is not completed within the time herein the County will suffer damages, the amount of which is difficult if not impossible to ascertain. It is agreed, therefore, that from the compensation otherwise to be paid to the Contractor, the County may retain the sum as follows per calendar day for each day thereafter, Sundays and holidays included, that the Work remains uncompleted and/or as indicated.

(A) The Contractor shall pay the County, as liquidated damages, **$1000.00** (one thousand and 00/100 dollars) per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Notice to Proceed.

(B) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

(C) The Contractor shall pay the County, as liquidated damages, **$500.00** (five hundred and 00/100 dollars) per incident where the Contractor fails to repair damages that are caused by the Contractor or subcontractor(s). Application of liquidated damages does not release the Contractor from the responsibility of resolving or repairing damages

This sum shall represent the liquidated damages which the County will have sustained per calendar day from the inconvenience and expense caused to the County by the delay in the completion of the Work. This sum is not a penalty, being the liquidated damages the County will have sustained in event of such default by the Contractor. The County reserves the right to additionally recover direct job site expenses incurred during the period of any delay. The Contractor shall be liable for liquidated damages even if the Contract is terminated by the County for cause or if the Contractor abandons the Work. The liability of the Contractor and its surety or sureties for damages provided by this Article is joint and several.

8. **CONTRACT PAYMENT**

The County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to Form #9 Hourly Labor, Equipment and Materials Price Schedule attached

9. **PAYMENT TERMS/SCHEDULE**

The County shall make payments on account of the Contract as follows:

Payment to the Contractor shall be due within 30 calendar days after the date on which the payment request or invoice is stamped as received by the County.

A five percent (5%) retainage will be withheld from each invoice until the end of the project. In order to release the retainage, the Contractor(s) must successfully complete the project, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Contractor(s) to public or private property.

The County may reject the payment request or invoice in writing within 20 calendar days after the date on which the payment request or invoice is stamped as received by the County, which shall specify the deficiency and the action necessary to correct the deficiency and to make the payment request or invoice proper. Payment of a corrected payment request or invoice, or rejection thereof, shall be made 10 business days after the date the corrected payment request or invoice is stamped as received as by the County. All applications for payment submitted by the Contractor shall reference the County's Contract number.

If a dispute between the County and the Contractor cannot be resolved by the procedure in this subsection, then the dispute must be resolved in accordance with the dispute resolution procedure set-forth in this Contract. If the County disputes a portion of the payment request or invoice, then the undisputed portion shall be paid timely in accordance with this subsection.

As a part of this Contract, if the Contractor receives payment then the Contractor must remit undisputed payment due to subcontractors and suppliers within 10 calendar days after contractor's receipt of payment. A subcontractor who receives payment must remit undisputed payment due to those subcontractors and suppliers within 7 calendar days after subcontractor's receipt of payment.

The County shall pay the Contractor through payments issued by the County Finance Department, upon receipt of the certified invoice from the County Project Manager. The parties agree, however, that

any payments withheld as liquidated damages or for any other reason allowed by this Contract, shall not be governed by the Florida Prompt Payment Act.

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. No separate payment will be made for mobilization and demobilization operations. These costs are included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

e. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

f. Payment for disposal cost incurred by the Contractor at County approved Final Disposal Sites will be made at the cost incurred by the Contractor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Contractor to pay the disposal fees and then invoice the County. The Contractor shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Contractor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Contractor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

g. Contractor must submit a final invoice within 30 calendar days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris

Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Contractor's final invoice.

h. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds.

i. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Contractor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

10. **SUBCONTRACTORS**

The County prefers that the Contractor provide all services needed to comply with the Contract. Should a subcontractor be needed, the Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Contractor to ensure that subcontractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project. In the event Contractor requires the services of any subcontractor or professional associate in connection with the Work to be performed under this Contract, the Contractor shall secure the written approval of the County Project Manager before engaging such subcontractor or professional associate.

11. **AUDIT**

The Contractor agrees that the County or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor involving transactions related to this Contract. The Contractor agrees that payment(s) made under this Contract shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Contract. The Contractor shall refund by check payable to the County the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three years after completion of the project and issuance of the final certificate, whichever is sooner.

12. **PUBLIC RECORDS**

The Contractor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Contract. Specifically, the Contractor shall:

(a) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(d) Upon completion of the Contract, 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 service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All record 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 system of the County.

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)462-1441, BellamyS@stlucieco.org, COUNTY ATTORNEY'S OFFICE 2300 VIRGINIA AVENUE, FORT PIERCE, FL 34982

13. **ACCESS TO RECORDS**

The following access to records requirement applies to this Contract:

(i) Contractor agrees to provide the County, the State agency, the administrator of the federal awarding agency, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

(iii) Contractor agrees to provide the administrator of the federal awarding agency or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

(iv) In compliance with the Disaster Recovery Reform Act of 2018, the County and Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the administrator of the federal awarding agency or the Comptroller General of the United States.

14. **GUARANTEE**

The Contractor guarantees to repair, replace or otherwise make good to the satisfaction of the County any defects in workmanship or material appearing in the work within one year after the day of the certificate for final performance of the work for the service intended. Contractor further guarantees the successful performance of the work for the service intended. Neither inspection nor payment, including final payment by the County shall relieve the Contractor from his or its obligations to do and complete the work in accordance with this contract. If the County deems it inexpedient to require the Contractor to correct deficient or defective materials or labor, an equitable deduction from the contract price shall be made therefore or in the alternative, the County may sue for damages. This guarantee is in addition to any other warranty available to the County for the Work including but not limited to manufacturers warranties.

15. **CONTRACTOR RESPONSIBILITY**

The Contractor is an independent contractor and is not an employee or agent of the County. Nothing in this Contract shall be interpreted to establish any relationship other than that of an independent contractor, between the County and the Contractor, its employees, agents, subcontractors, or assigns, during or after the performance of this Contract. The Contractor shall take the whole responsibility for the means, methods, techniques, sequences, and production of the Work.

The Contractor shall bear all losses resulting to him, or its, on account of the amount or character of the Work, or because of the nature of the ground beneath, in or on which the Work is done is different from what was assumed or expected, or because of bad weather, or because of errors or omissions in his or its bid on the Contract price, or except as otherwise provided in the Contract Documents because of any other causes whatsoever. Execution of this Contract by the Contractor is a representation that the Contractor has visited the site, has conducted a sufficient investigation of the surface and sub-surface conditions in order to submit its bid, has become familiar with the local conditions under which the Work is to be performed, and correlated personal observations with the requirements of the Contract Documents.

The Contractor shall protect the entire Work, all materials under the Contract and the County's property (including machinery and equipment) in, or on, or adjacent to the site of the Work until final completion and Work, from the action of the elements, acts of other contractors, or except as otherwise provided in the Contract Documents, and from any other causes whatsoever; should any damage occur by reason of any of the foregoing, the Contractor shall repair at his, or its, own expenses to the satisfaction of the County or its Project Manager. Neither the County nor its officers, employees or agents assume any responsibility for collection of indemnities or damages from any person or persons causing injury to the Work of the Contractor.

At his, or its expense, the Contractor shall take all necessary precautions (including without limitation) the furnishing of guards, fences, warnings signs, walks, flags, cables and lights for the safety of and the prevention of injury, loss and damage to persons and property (including without limitation) in the term persons, members of the public, the County and its employees and agents, the Project Manager and his employees, Contractor's employees, his or its subcontractors and their respective employees, other contractors, their subcontractors and respective employees, on, about or adjacent to the premises where said Work is being performed, and shall comply with all applicable provisions of safety laws, rules, ordinances, regulations and orders of duly constituted public authorities and building codes.

The Contractor assumes all risk of loss, damage and destruction to all of his or its materials, tools appliances and property of every description and that of his or its subcontractors and of their respective employees or agents, and injury to or death of the Contractor, his or its employees, subcontractors or their respective employees or agents, including legal fees, court costs or other legal expenses, arising out of or in connection with the performance of this Contract.

16. **INDEMNIFICATION**

The Contractor covenants and agrees at all times to save, hold, and keep harmless the County, State of Florida, the Federal Government its Officials, Employees, and Agents, and indemnify the County, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Contractor's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement. The Contractor hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided. It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Contractor, without exemption, shall indemnify and hold harmless, the County, State of Florida, the Federal Government its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Contractor. Further, if such a claim is made, or is pending, the Contractor may, at its option and expense, procure for the County the right to use, replace, or modify the item to render it non -infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement. If the Contractor used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

17. **INSPECTION**

The project will be inspected by the Project Manager and will be rejected if it is not in conformity with the Contract provisions. Rejected Work will be immediately corrected by the Contractor. When the Work is substantially completed, the Contractor shall notify the County in writing that the Work shall be ready for final inspection on a definite date, at least three (3) calendar days thereafter, which shall be stated in such notice.

18. **INSURANCE**

Each such General Liability Certificate shall include the following wording: "**St. Lucie County, its officers, agents and employees are named as additional insured with respect to the work performed under this contract for the RFP No. 21-037, Emergency Debris Removal**".

A. **Commercial General Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of commercial general liability insurance to include: 1) premises for limits of not

less than $1,000,000 per occurrence; and 2) a general aggregate limit of not less than $2,000,000. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal and include County as an additional insured.

B. **Business Automobile Liability:**

The Contractor shall maintain and, prior to commencement of this contract, provide the County with evidence of business automobile liability insurance to include: 1) coverage for any automobile for limits of not less than $1,000,000 combined single limit (bodily injury & property damage) per accident and 2) Personal Injury Protection (Florida no-fault) with full statutory limits. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

C. **Workers' Compensation and Employers Liability:**

The Contractor shall maintain and, prior to commence of this contract, provide the County with evidence of workers' compensation insurance providing Florida statutory (F.S. 440) limits to cover all employees and include Employers Liability coverage with limits of not less than $500,000 for accidents or disease. The policy shall also provide the County will be given a thirty (30) day written notice of cancellation or non-renewal.

19. **DEFAULT; TERMINATION**

A. FOR CAUSE

If the Contractor fails to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right, but not the obligation, to terminate this Contract by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the Contractor fails to correct the deficiency within the seven calendar day period, this Contract shall terminate at the expiration of that time period.

With regard to the Contractor, the following items shall be considered a default under this Contract:

(1) If the Contractor should be adjudged bankrupt, or if he, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.

(2) If the Contractor should refuse or fail, except in cases for which an extension of time is provided, to supply enough properly skilled workmen or proper material to meet the project schedule or if the Contractor should fail to make prompt payment for materials, or labor or other services entering into the Work.

(3) If the Contractor disregards laws, ordinances, or the instructions of the Project Manager or otherwise be guilty of a substantial violation of the provisions of the Contract.

(4) Fails to perform any of the terms of this Contract or performs work which fails to conform to the requirements of this Contract.

In the event of termination, the County may take possession of the premises and all materials, tools, and appliances, thereon and finish the Work by whatever method it may deem expedient. In such cases, the Contractor shall only be entitled to receive payment for Work satisfactorily completed prior to the termination date, subject to any setoffs due the County in completing the Project and for reimbursement of damages incurred. The County may take possession of and use any materials, plant, tools, equipment, and property of any kind furnished by Contractor to complete the Work. If the expense incurred by the County to finish the Work exceeds the unpaid balance on this Contract, the Contractor shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Project Manager. The Contractor shall be responsible for both liquidated damages attributable to delay and for excess completion costs. The liability of the Contractor and its surety or sureties for such damages and costs is joint and several. The obligations of the Contractor and his surety with respect to the warranty and maintenance shall remain in full force and effect for the portion of the Work completed by the Contractor and shall not expire until the expiration of the prescribed time period measured from the final acceptance of the project in its entirety. These clauses shall survive the termination of this Contract. If the County makes a determination pursuant to this Contract to hold the Contractor in default and terminate the Contract for cause and it is subsequently determined that any such determination was improper, unwarranted, or wrongful, then any such termination shall be deemed for all purposes as a termination without cause as described below. The Contractor agrees that it shall be entitled to no damages, allowances or expenses of any kind other than as provided in this Agreement in connection with such termination, and does expressly waive, in the event of termination, any and all claims for consequential damages, loss of bonding capacity, destruction of business, unabsorbed home office overhead, lost profit and the like.

B. TERMINATION FOR CONVENIENCE

Either party may terminate the Contract without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the County shall compensate the Contractor for all authorized work satisfactorily and responsibly completed through the termination date. Upon such termination, the Contractor waives any claims for damages from the termination without cause, including without limitation, any and all consequential claims as set forth above, and as the sole right and remedy of the Contractor, the County shall compensate the Contractor for all authorized Work satisfactorily and responsibly completed through the termination date.

This Contract may be terminated, in whole or in part, without cause, in accordance with the terms specified herein; or, if none specified, the County may terminate this Contract in whole or in part, for any reason, with ten days' written notice to Contractor. In the event termination is exercised under this provision, Contractor will be compensated for work performed and accepted and goods accepted by the County as of the termination date. Contractor will also be compensated for any work performed by subcontractors and goods or supplies ordered which Contractor could not reasonably terminate. In no event shall Contractor be entitled to any other compensation on a termination without cause, including any lost profits or loss of opportunity.

C. SCRUTINIZED COMPANIES TERMINATION

The County may immediately terminate the Contract without cause at any time upon ascertaining that pursuant to § 287.135, Florida Statutes, a company is ineligible to, and may not, bid on, submit a

proposal for, or enter into or renew a contract with an agency or local government entity for goods or services if at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, or at any time thereafter, the company: (1) is on the Scrutinized Companies that Boycott Israel List, created pursuant to § 215.4725, Florida Statutes, or is engaged in a boycott of Israel; (2) is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to § 215.473, Florida Statutes; or (3) is engaged in business operations in Cuba or Syria. Furthermore, the County may immediately terminate the Contract if it is determined that the company submitted a false certification stating that it was not (1) on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel; (2) was not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; (3) or was not engaged in business operations in Cuba or Syria when in fact the company was engaged in such activities at the time of the bid or proposal, or at the time of entering into or renewing the Contract.

20. **NON DISCRIMINATION**

Contractor covenants and agrees that Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of the Contract with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of age, sex or physical handicaps (except where based on a bonafide occupational qualification); or because of marital status, race, color, religion, national origin or ancestry.

21. **E-VERIFY/ VERIFICATION OF EMPLOYMENT STATUS**

Effective as of January 1, 2021, as required by Section 448.095(2)(a), the Contractor and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Contractor, or subcontractor may not enter into a Contract unless each party to the Contract registers with and uses the E-Verify System. The Contractor shall provide documentation of their compliance of this requirement to the County upon request.

If the Contractor enters into a contract with a subcontractor, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of this Contract.

The County will not intentionally award contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Contractor of unauthorized aliens a violation of 8 U.S.C. Section 1324a(e) [Section 274A(e) of the INA]. The Contractor agrees that such violation by the Contractor shall be grounds for the unilateral cancellation of this Contract by the County.

22. **PRODUCTS OR MATERIALS WITH RECYCLED CONTENT**

Contractor is required to procure products or materials with recycled content with respect to Work performed or products supplied under the contract when those products or materials are available at reasonable prices. A decision to not procure such items must be based on a determination that such procurement:

a) Is not available within a reasonable period of time; or

b) Fails to meet the performance standards set forth in the applicable specifications or fails to meet the reasonable performance standards of the agency.

Contractor shall provide the County with a written statement indicating what recycled products were used or supplied. If a decision was made not to use recycled products, Contractor shall provide County with a written statement indicating the basis for the decision using the above criteria.

23. **FLORIDA PRODUCED LUMBER**

Where applicable Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, as may be amended from time to time.

24. **ASBESTOS-FREE MATERIALS**

Contractor shall not use any asbestos or asbestos-based fiber materials in the Work performed under this Contract.

25. **ASSIGNMENT**

The County reserves the right to freely assign this Contract. The Contractor, however, shall not assign this Contract to any other persons or firm without first obtaining County's written approval. In addition, the Contractor shall not have the right to assign any or all of its rights and interests under this agreement to any subsidiary or parent company, or any successor to its business through merger, consolidation, voluntary sale, or transfer of substantially all of its assets without the express written consent of the County. For purposes of this paragraph, a transfer of substantially all of its assets shall be deemed to occur when the owner(s) of more than 50% of the proprietary interest in the business entity transfer, other than between themselves, their immediate families or their heirs, such proprietary interest to another person, firm, partnership, corporation or business entity. Any attempt to effect an assignment without County's prior written consent shall be deemed a default subject to the remedies provided herein.

26. **NOTICES**

All notices, requests, consents, and other communications required or permitted under this Contract shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to County:
St. Lucie County Administrator
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

With a Copy To:
St. Lucie County Attorney
Administration Annex
2300 Virginia Avenue
Ft. Pierce, FL 34982

As to Contractor:
Ceres Environmental Services, Inc.
Attn: ~~Dawn Brown~~ Tia Laurie
6968 Professional Parkway
Sarasota, Florida 34240
Phone: ~~(800) 218-4424~~ 941-358-6363
Email: ~~dawn.brown@ceresenv.com~~ tia.laurie@ceresenv.com

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

27. **NON-WAIVER**

The rights of the parties under this Contract shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

28. **CONFLICT OF INTEREST**

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes and as may be amended from time to time. The Contractor further represents that no person having any interest shall be employed for said performance.

The Contractor shall promptly notify the County in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the 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 the Contractor may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Contractor, the County shall so state in the notification and the Contractor shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Contractor under the terms of this Contract.

29. **DISPUTE RESOLUTION**

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Contractor and the County or its Project Manager. At all times, the Contractor shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County or its representatives, pending a final resolution of the dispute, including, if necessary, any determination by a Court of competent jurisdiction. Any dispute which is not resolved by mutual

agreement shall be decided by the County Administrator who shall reduce the decision to writing. The decision of the County shall be final and conclusive unless determined by a court of competent jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

30. **MEDIATION**

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

31. **ANTITRUST ASSIGNMENT**

The Contractor and the County and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida and local governments. Therefore, the Contractor assigns to the State of Florida and the County any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

32. **INTERPRETATION; VENUE**

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Contract may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Contract shall be interpreted as a whole unit and section headings are for convenience only. All interpretations shall be governed by the laws of the State of Florida. In the event it is necessary for either party to initiate legal action regarding this Contract, venue shall be exclusively in the Nineteenth Judicial Circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justiciable in federal court.

33. **CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS**

If the Contractor intends to subcontract any portion of the Services covered by this Agreement, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

34. **DAVIS-BACON ACT**

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 C.F.R. part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis–Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis–Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(2) The classification is utilized in the area by the construction industry; and
(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis–Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers

and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis–Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis–Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal awarding agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal awarding agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this

section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

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

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 C.F.R. part 3;

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

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal awarding agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program,

who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 C.F.R. 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 C.F.R. part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 C.F.R. 5.5(a)(1) through (10) and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. 5.12.

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis–Bacon Act or 29 C.F.R. 5.12(a)(1).

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

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

35. **COPELAND ANTI-KICKBACK ACT**

(i) Contractor. The contractor shall comply with 18 U.S.C. § 874,40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal awarding agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as contractor and subcontractor as provided in 29 C.F.R. § 5.12.

36. **EQUAL EMPLOYMENT OPPORTUNITY**

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

(i) Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

(v) 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.

(vi) 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.

(vii) In the event of Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and 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.

(viii) Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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. The County further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

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

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

37. **CONTRACTING WORK HOURS AND SAFETY STANDARDS ACT**

(A) 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 work week 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.

(B) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

(C) 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 the Contractor or subcontractor under any such contract or any other Federal contract with the same prime Contractor or any other federally- assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B) of this section.

D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section.

38. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

Any discovery or invention that arises during the course of the Contract shall be reported to the County. Contractor must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the federal awarding agency.

39. **CONTRACTING COMPLIANCE WITH CLEAN AIR AND CLEAN WATER ACT**

A. COMPLIANCE WITH CLEAN AIR ACT

(i) The 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.

(ii) The 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 State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

B. COMPLIANCE WITH CLEAN WATER ACT

(i) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

(ii) The 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 State Recipient, the federal awarding agency, and the appropriate Environmental Protection Agency Regional Office.

(iii) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by the Federal Government.

40. **SUSPENSION AND DEBARMENT**

Federal regulations restrict the County from contracting with parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. Accordingly, a contract or subcontract must not be made with any parties listed on the SAM Exclusions list. SAM Exclusions is the list maintained by the General Services Administration that contains the name of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under certain statutory or regulatory authority. The Contractor can verify its status and the status of its principals, affiliates, and subcontractors at www.SAM.gov.

(A) This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(B) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

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

(D) The 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 during the term of this Contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. **BYRD ANTI-LOBBYING AMENDMENT**

By executing this Contract, Contractor makes the certification below, which is found at APPENDIX A, 44 C.F.R. PART 18. 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.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

42. **PROCUREMENT OF RECOVERED MATERIALS**

(i) In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

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

2. Meeting contract performance requirements; or

3. At a reasonable price.

(ii) 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/comprehensiveprocurement-guideline-cpg-program.

(iii) Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

43. **REMEDIES**

If any work performed by the Contractor fails to meet the requirements of the Contract, any other applicable standards, codes or laws, or otherwise breaches the Contract, the County may exercise any remedies provided in the original Contract to which this addendum is made a part; or, if none specified, the County may in its sole discretion:

(i) elect to have Contractor re-perform or cause to be re-performed at Contractor's sole expense, any of the work which failed to meet the requirements of the Contract;

(ii) hire another Contractor to perform the work and deduct any additional costs incurred by the County as a result of substituting Contractors from any amounts due to Contractor; or

(iii) pursue and obtain any and all other available legal or equitable remedies.

This Section shall in no way be interpreted to limit the County's right to pursue and obtain any and all other available legal or equitable remedies against Contractor.

44. **DOMESTIC PREFERENCE REQUIREMENTS**

As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subcontracts and purchase orders for work or products under this Contract. For purposes of this paragraph:

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

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

45. **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

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

(ii) Prohibitions

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

2. Unless an exception in this paragraph applies, Contractor and its Subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the federal government to:

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

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

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

D. Provide, as part of its performance of this Contract, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(iii) Exceptions

1. This paragraph does not prohibit Contractor from providing—

A. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

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

2. By necessary implication and regulation, the prohibitions also do not apply to:
   A. Covered telecommunications equipment or services that:
      - Are not used as a substantial or essential component of any system; and
      - Are not used as critical technology of any system.
      - Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(iv) Reporting requirement

1. In the event Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during performance of the Services set forth in this Contract, or Contractor is notified of such by a Subcontractor at any tier or by any other source, Contractor shall report the information in the manner stated below to the recipient or subrecipient, unless elsewhere in this Contract are established procedures for reporting the information.

2. Contractor shall report the following information pursuant to this paragraph:

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

   B. Within 10 business days of submitting the information above: Any further available information about mitigation actions undertaken or recommended. In addition, Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

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

46. **CHANGES**

Any changes to the scope of work, price, or schedule shall be in writing and agreed to by Parties.

47. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that federal financial assistance will be used to fund the Contract, in whole or in part. Contractor will comply will all applicable federal law, regulations, executive orders, federal awarding agency policies, procedures, and directives.

48. **LICENSE AND DELIVERY OF WORKS SUBJECT TO COPYRIGHT AND DATA RIGHTS**

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

49. **DHS SEAL, LOGO AND FLAGS**

The 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.

50. **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

51. **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

52. **SAFE WORKING ENVIRONMENT**

The Contractor must at all time provide a safe working environment, including properly constructed monitoring towers.

Loading site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; implementing all safety requirements; performing a pre-work inspection of debris collection areas before loading to identify the location of covered utility meters, transformers, fire hydrants, mail boxes, etc., as a baseline to account for any collateral damage as a result of the debris removal operation; and ensuring that debris loads are contained properly before leaving the loading area.

Tower and site monitors shall be responsible for checking the area for safety considerations, such as downed power lines, children playing in the area, traffic control needs, and safe operation of trucks and equipment; and implementing all safety requirements.

Field supervisors shall be responsible for being familiar with, maintaining, and implementing all safety requirements.

53. **LOAD TICKET SYSTEM REQUIREMENTS**

The Contractor must employ the use of a load ticket system that complies with FEMA requirements. Load tickets prepared by loading site monitors must include the following information:

- Contract number (identified by a number or name)
- Prime contractor's name
- Date
- Truck number
- Truck driver's name
- Description of the debris (Vegetation, Construction & Demolition Debris, White Goods, Household Hazardous Waste)
- Load location (GPS or address preferred)
- Loading date/time (departure from collection location)
- Loading Site Monitor name/signature

Load tickets prepared by tower or site monitors must include the following information:

- Truck capacity in cubic yards or tons
- Load size, either cubic yards (percent of capacity) or tons
- Unloading location
- Unloading date/time (arrival at disposal site)
- Tower/Site Monitor name/signature

54. **QUALIFICATIONS OF MONITORS AND STAFF**

The Contractor shall utilize only monitors that are trained and possess skills adequate to fulfill their duties. Labor rates paid to monitors shall be commensurate with skill level required by the job function. Professional engineers and professional qualifications are not required to perform debris monitoring duties. The Contractor must ensure its staff is familiar with FEMA debris removal eligibility criteria.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement in counterparts each of which shall be treated as an original upon the terms and conditions above stated.

ATTEST:

Vera Smith

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

_____

COUNTY ATTORNEY

WITNESSES:

(1) _____

(2) _____

CERES ENVIRONMENTAL SERVICES, INC.

BY: _____

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: Ceres Environmental Services, Inc.

F.E.I.N. or Social Security Number: 41-1816075

Mailing Address: 6968 Professional Parkway

City, State, Zip: Sarasota, Florida 34240

Telephone Number: (800) 218-4424 Fax Number: (866) 228-5636

E-mail Address dawn.brown@ceresenv.com

Type of Entity: ☒ Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other

State of Incorporation: Florida Year of Incorporation: 1995

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. 1 Dated: April 7, 2021 No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): Dawn Brown

Type or Printed Name: Dawn Brown

Title: Assistant Corporate Secretary

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF Florida;
COUNTY OF Sarasota;

Dawn Brown being first duly sworn, deposes and says that:

1. The undersigned is the Officer (Assistant Corporate Secretary) (Owner, Partner, Officer, Representative or Agent) of Ceres Environmental Services, Inc. (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: Dawn Brown
Dawn Brown, Assistant Corporate ~~Secretary~~

Sworn to and subscribed before me on this 12th day of April, 2021 by Dawn Brown who ☒ is personally known to me or who ☐ has presented the following type of identification: Not applicable.

Signature of Notary Public, State of ~~Florida~~ Minnesota

Wanapa Bountham

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

Wanapa P. Bountham
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

114495880035

FORM #3 CORPORATE RESOLUTION

I, See attached corporate resolution., Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

JOINT WRITTEN ACTION OF THE BOARD OF DIRECTORS AND SHAREHOLDERS OF CERES ENVIRONMENTAL SERVICES, INC.

The undersigned, being the sole member of the Board of Directors and the sole shareholder of Ceres Environmental Services, Inc., a Florida corporation (the "Corporation"), does hereby adopt the following resolution in writing pursuant to Florida Statutes effective as of the 7th day of April, 2021:

WHEREAS, the Corporation desires to prepare and submit proposals and bids in response to various government solicitations, requests for bids, and requests for proposals and the Corporation desires to grant the Assistant Corporate Secretary of the Corporation, Dawn Brown, the authority to sign and submit such bids on behalf of the Corporation,

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING, BE IT:

RESOLVED, that Ceres Environmental Services, Inc. grants Dawn Brown, Assistant Corporate Secretary of the Corporation, the authority to sign and bind the Corporation in matters related to the preparation and submittal of bids and responses to requests for proposals to government entities and agencies.

IN WITNESS WHEREOF, the undersigned Board of Directors and Shareholders have set their hands effective as of the day first written above.



David A. McIntyre
President, Sole Director and Sole Shareholder

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Dawn Brown

Signature of Proposer's Authorized Representative
Dawn Brown, Assistant Corporate Secretary

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF Florida;
COUNTY OF Sarasota;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by Ceres Environmental Services, Inc. (name of entity submitting sworn statement) whose business address is 6968 Professional Parkway, Sarasota, Florida 34240 and (if applicable) its Federal Employer Identification Number (FEIN) is 41-1816075.

3. My name is Dawn Brown and my relationship to the entity named above is Assistant Corporate Secretary.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

__X__ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Signature Dawn Brown, Assistant Corporate Secretary

Sworn to and subscribed before me on this 12th day of April, 20 21
by Dawn Brown who ☒ is personally known to me or who ☐ has presented the following type of identification: Not applicable.

Signature of Notary Public, State of ~~Florida~~ Minnesota

Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

Wanapa P. Bountham
NOTARY PUBLIC
MINNESOTA
My Commission Expires Jan. 31, 2025

1144958800035

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

Ceres Environmental Services, Inc., agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Signature of Proposer's Authorized Representative
Dawn Brown, Assistant Corporate Secretary

April 12, 2021
Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

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

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

Ceres Environmental Services, Inc.	RFP No. 21-037
CONTRACTOR Company Name	Contract Number
Dawn Brown	
Name	
Assistant Corporate Secretary	
Title	
Dawn Brown	April 12, 2021
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Ceres Environmental Services, Inc.
CONTRACTOR Name

Dawn Brown
Signature of Contractor's Authorized Official

Dawn Brown, Assistant Corporate Secretary
Name and Title of Contractor's Authorized Official

April 12, 2021
Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350	$124.00	$43,400.00
50' Bucket Truck	350	$159.00	$55,650.00
Crash Truck w/impact Attenuator	140	$102.70	$14,378.00
Dozer, Tracked, D3 or Equivalent	70	$105.00	$7,350.00
Dozer, Tracked, D4 or Equivalent	140	$120.00	$16,800.00
Dozer, Tracked, D5 or Equivalent	210	$130.00	$27,300.00
Dozer, Tracked, D8 or Equivalent	210	$180.00	$37,800.00
Dump Truck, 16 +/- CY	140	$95.00	$13,300.00
Dump Truck, 20 +/- CY	210	$105.00	$22,050.00
Dump Truck, 38 +/- CY	210	$115.00	$24,150.00
Generator, 5.5 kW, List kW Capacity	140	$37.66	$5,272.40
Generator, 200 kW, List kW Capacity	140	$301.30	$42,182.00
Generator, 2,500 kW, List kW Capacity	210	$1,029.88	$216,274.80
Light Plant with Fuel and Support	350	$22.01	$7,703.50
Grader w/12" Blade (Min. 30,000 LB)	70	$186.68	$13,067.60
Hydraulic Excavator, 1.5 CY	140	$145.00	$20,300.00
Hydraulic Excavator, 2.5 CY	140	$195.00	$27,300.00
Knuckleboom Loader	350	$161.39	$56,486.50
Lowboy Trailer w/Tractor	140	$125.00	$17,500.00
Mobile Crane up to 15 ton	140	$183.40	$25,676.00
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$36.68	$2,567.60
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$84.00	$5,880.00
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70	$95.37	$6,675.90
Vac Truck (Mist Capacity), List capacity	210	$227.42	$47,758.20

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Pickup Truck, I ton	70	$18.00	$1,260.00
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140	$79.00	$11,060.00
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140	$82.00	$11,480.00
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140	$79.00	$11,060.00
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140	$82.00	$11,480.00
Tub Grinder, 800 to 1,000 HP	350	$476.84	$166,894.00
Hydraulic Excavator, 1.5 CY (w/thumb)	140	$165.00	$23,100.00
Hydraulic Excavator, 2.5 CY (w/thumb)	140	$215.00	$30,100.00
Truck, Flatbed	70	$65.00	$4,550.00
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350	$22.01	$7,703.50
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350	$92.00	$32,200.00
Wheel Loader, 3 CY, 152 HP	140	$110.00	$15,400.00
Wheel Loader, 4.0 CY, 200 HP	140	$125.00	$17,500.00
Wheel Loader, 1.5 CY, 95 HP	210	$100.00	$21,000.00
Equipment with Operator Grand Total Extended Price:			$1,121,610.00
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70	$87.72	$6,140.40
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140	$59.42	$8,318.80

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Tree Climber/Chainsaw and gear	350	$70.00	$24,500.00
Laborer w/Chainsaw and gear	350	$48.44	$16,954.00
Laborer w/small tools, traffic control or flag person	350	$42.00	$14,700.00
Bonded and Certified Security Personnel	140	$46.00	$6,440.00
Labor Category Grand Total Extended Price:			$77,053.20
Others not listed in labor category – Please list below			
Crew Category	**Estimated Hours**	**Hourly Labor Rate**	**Total Extended Price**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350	$298.00	$104,300.00
Crew Category Grand Total Extended Price:			$104,300.00
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)		$1,302,963.20	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000	$7.95	$795,000.00	$91.43
16 to 30 Miles	125,000	$8.05	$1,006,250.00	$92.58
31 to 60 Miles	75,000	$8.15	$611,250.00	$93.73
Greater than 60 Miles	50,000	$8.25	$412,500.00	$94.88

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000	$7.95	$119,250.00	$67.58
16 to 30 Miles	25,000	$8.25	$206,250.00	$70.13
31 to 60 Miles	25,000	$8.45	$211,250.00	$71.83
Greater than 60 Miles	15,000	$8.65	$129,750.00	$73.53

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$13.95	$69,750.00	$90.68
16 to 30 Miles	10,000	$14.75	$147,500.00	$95.88

31 to 60 Miles	10,000	$15.50	$155,000.00	$100.75
Greater than 60 Miles	5,000	$15.95	$79,750.00	$103.68

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000	$18.05	$90,250.00	$117.33
16 to 30 Miles	10,000	$18.75	$187,500.00	$121.88
31 to 60 Miles	10,000	$19.55	$195,500.00	$127.08
Greater than 60 Miles	5,000	$19.95	$99,750.00	$129.68

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.65	$638,750.00	$49.98

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000	$3.15	$551,250.00	$46.98

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100	$3.55	$21,655.00	$17.75
16 to 30 Miles	9,100	$4.20	$38,220.00	$21.00
31 to 60 Miles	15,000	$4.45	$66,750.00	$22.25
Greater than 60 Miles	30,000	$5.95	$178,500.00	$29.75

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500	$25.00	$37,500.00	
13 inch to 24.99 inch diameter	1,000	$60.00	$60,000.00	
25 inch to 36.99 inch diameter	750	$110.00	$82,500.00	
37 inch to 48.99 inch diameter	300	$190.00	$57,000.00	
49 inch to larger diameter	100	$400.00	$40,000.00	
Hanger Removal (per Tree)	3,000	$98.00	$294,000.00	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500	$200.00	$100,000.00	
37 inch to 48.99 inch diameter	250	$325.00	$81,250.00	
49 inch and larger diameter		$695.00	$695.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250	$79.00	$19,750.00	
Washers, dryers, stoves, ovens and hot water heaters	500	$49.00	$24,500.00	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000	$2.98	$29,800.00	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250	$59.00	$14,750.00	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50	$225.00	$11,250.00	
Single Axle	25	$225.00	$5,625.00	

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Double Axle	25	$275.00	$6,875.00	
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75	$125.00	$9,375.00	
Vessels 21 linear feet or greater	50	$998.00	$49,900.00	
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000	$0.95	$9,500.00	
GRAND TOTAL OF SCHEDULE 2		$6,945,895.00		

Ceres Environmental Services, Inc.
CONTRACTOR Name

Signature of Contractor's Authorized Official

Dawn Brown, Assistant Corporate Secretary
Name and Title of Contractor's Authorized Official

April 12, 2021
Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

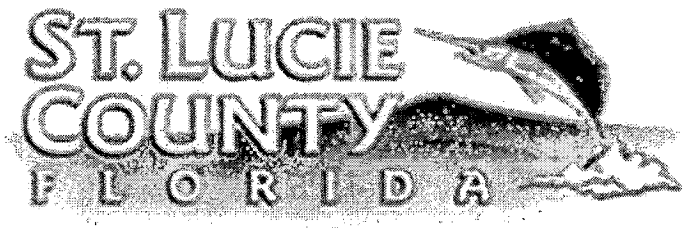
Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: Ceres Environmental Services, Inc.

Signature: _____
Dawn Brown, Assistant Corporate Secretary

Date: April 12, 2021



REQUEST FOR PROPOSALS

RFP No. 21-037
Emergency Debris Removal

Due Date: Wednesday, April 14, 2021
Due Time: 3:00 P.M.

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS
PURCHASING DEPARTMENT
2300 VIRGINIA AVENUE
FORT PIERCE, FLORIDA 34982
P (772) 462-1700
F (772) 462-1704

ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS

LEGAL NOTICE

REQUEST FOR PROPOSAL (RFP)

RFP No. 21-037
Emergency Debris Removal

Sealed Proposals from qualified firms or individuals to provide emergency debris removal services as listed in Request for Proposal No. **21-037** will be received at the St. Lucie County Purchasing Department, 2300 Virginia Avenue, Room 228, Fort Pierce, Florida 34982, **until 3:00 p.m. Local Time, on Wednesday, April 14, 2021,** at which time this RFP will be publicly declared closed.

Proposal documents may be obtained via download from www.DemandStar.com or by contacting the Office of the Purchasing Department at 2300 Virginia Avenue, Room 228, Fort Pierce, Florida, 34982, (772) 462-1700.

Proposers may not withdraw their proposals for a period of 90 calendar days after the day set for the opening of Proposals.

St. Lucie County reserves the right to waive informalities, to reject any and all RFP submittals, and to accept any RFP submittals or any combination of RFP submittals, which in its sole judgment will best serve the public interest.

CAUTION: It is the bidder's/proposer's responsibility to ensure that bids/proposals are received in the Purchasing Department prior to the date and time specified above. Receipt of a bid/proposal in any other County office does not satisfy this requirement.

St. Lucie County is an Equal Opportunity/Affirmative Action Employer.

Publish Date: Sunday, March 7, 2021

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PART I: GENERAL INFORMATION

1-1 DEFINITIONS

For the purposes of this Request for Proposals ("RFP"), Proposer shall mean contractors, consultants, respondents, organizations, firms, or other persons submitting a response to this Request for Proposals.

1-2 INVITATION TO PROPOSE; PURPOSE

The Board of County Commissioners, St. Lucie County, Florida (the "Board") solicits proposals from responsible Proposers to provide emergency debris removal services.

1-3 ISSUING OFFICE AND LOCATION OF PROPOSAL OPENING

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

1-4 CONTRACT AWARDS

The Board anticipates entering into a contract with the Proposer who submits the proposal judged by the Board to be most advantageous. The Board reserves the right to award a contract to other than the lowest price offeror. The Board reserves the right to award more than one contract if in its best interest.

The Proposer understands that this RFP does not constitute an agreement or a contract with the Proposer. An official contract or agreement is not binding until proposals are reviewed and accepted by the Board and both the Board and the successful Proposer approve a written agreement or contract.

The Board reserves the right to reject all proposals, to waive any informalities, and to solicit and re-advertise for other proposals.

1-5 DEVELOPMENT COSTS

Neither the Board nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this RFP. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-6 INQUIRIES

The County will not respond to oral inquiries. Proposers may submit written inquiries for interpretation of this RFP to:

Desiree Cimino – Purchasing Manager
St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida, 34982.
Fax Number: 772-462-1704
E-mail: ciminod@stlucieco.org

The County will respond to written inquiries as noted below.

The County will record its responses to inquiries and any supplemental instructions in the form of a written addendum. It will be the Proposers responsibility to make sure all addendums are received.

1-7 TIMETABLES

The Board and the Proposers shall adhere to the following schedule in all actions concerning this RFP.

A. On March 7, 2021, the Board issues the RFP.

B. From March 7, 2021 to April 7, 2021, the County will receive and answer inquiries received by e-mail at ciminod@stlucieco.org.

C. The County must receive the proposals by 3:00 PM on April 14, 2021.

D. From opening time, County staff will review and evaluate the proposals on a timely basis.

E. The Board may enter into a contract after conducting negotiations and obtaining appropriate approvals. The County will notify unsuccessful Proposers at this time.

1-8 DELAYS

The County may delay scheduled due dates if it is to the advantage of the County. The County will notify Proposers of all changes in scheduled due dates by written addenda.

1-9 PROPOSAL SUBMISSION AND WITHDRAWAL

The County will receive proposals at the following address:

St. Lucie County Purchasing Department
Administration Annex, Room 228
2300 Virginia Avenue
Fort Pierce, Florida 34982

To facilitate processing, please mark the outside of the envelope as follows:

"RFP No. 21-037 Emergency Debris Removal"

The envelope shall also include the Proposer's return address.

Proposers shall submit one unbound original (hardcopy), one electronic copy on flash drive and six bound hard copies of the proposal in a sealed, envelope, box, or container marked as noted above. The Proposer may submit the proposal in person or by mail.

The County must receive all proposals by 3:00 PM on April 14, 2021.

Due to the irregularity of mail service, the County cautions Proposers to assure actual delivery of proposals to the County prior to the deadline set for receiving proposals. Telephone confirmation of timely receipt of the proposal may be made by calling (772) 462-1700 before proposal opening time. Proposals received after the established deadline will be returned unopened to the Proposer.

Proposers may withdraw their proposals by notifying the County in writing at any time prior to the opening. Proposers may withdraw their proposals in person or through an authorized representative. Proposers and authorized representatives must disclose their identity and provide a signed receipt for the proposal. Proposals, once opened, become the property of the County and will not be returned to the Proposers. Upon opening, proposals become "public records" and shall be subject to public disclosure in accordance with Chapter 119, Florida Statutes.

1-10 IRREGULARITIES; REJECTION OF PROPOSALS

Proposals not meeting stated minimum terms and qualifications may be rejected by the County as non-responsive or irregular. However, the County reserves the right to waive any irregularities, technicalities or informalities in any proposal. The County reserves the right to reject the Proposal of any Proposer in arrears or in default upon any debt or contract to the Board of County Commissioners of St. Lucie County or who have failed to perform faithfully any previous contract with the County or with other governmental jurisdictions.

1-11 ADDENDA

If revisions become necessary, the County will post written addenda on www.DemandStar.com at least five days prior to the opening date to all Proposers who receive the RFP.

1-12 EQUAL OPPORTUNITY

The County recognizes fair and open competition as a basic tenet of public procurement and encourages participation by small and minority businesses, women's business enterprises, and labor area surplus firms (as listed by the U.S. Department of Labor at https://www.doleta.gov/programs/lsa.cfm). The County requests these businesses to submit evidence of such classification with their proposals.

1-13 ORAL PRESENTATION

At its discretion, the County may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the County. The County will schedule any such presentations.

1-14 INSURANCE

The Proposer, if awarded a contract, shall maintain insurance coverage reflecting the minimum amounts and conditions required by the County.

1-15 LOBBYIST DISCLOSURE REQUIREMENT

Pursuant to Article IV of Chapter 1-2 of the Code of Ordinances of St. Lucie County, Florida, any professional consultant who utilizes the services of a lobbyist as defined in Section 1-2-62 is required to make full disclosure with the Clerk of the Board prior or concurrently with the submission of a proposal to the Board for the performance of any services for the Board. Such disclosure shall include the following:

A. The name of any lobbyist employed directly or indirectly by the consultant for the purpose of influencing or attempting to influence the selection of the professional consultant by the Board.

B. The name and address of the lobbyist.

C. The length of such agreement, contract or understanding and the amount of any fee, gratuity, compensation or consideration paid or promised to be paid to the lobbyist either before or after hiring whether or not same is set out as compensation for the lobbying or is for other services. The disclosure shall be filed with the Clerk on forms provided by the Board and such records shall be open to the public.

Further, contractors that apply or bid for an award of $100,000 or more that may be funded in whole or in part with Federal funds must also submit the anti-lobbying certification attached hereto as Form #8.

1-16 FEASIBILITY STUDIES

The County has established a policy that any professional consultant that contracts with the County as an advisor as to the feasibility of any County capital project, shall not be eligible to participate in any future design work on that project that might become necessary as a result of the consultant's advice. The Board of County Commissioners (the "Board") may determine to waive this policy by majority vote if the Board determines that there is a compelling reason to waive the policy.

1-17 FUNDING

The County intends to seek reimbursement for the costs of the contract from the Federal Emergency Management Agency (FEMA). Accordingly, the contractor will be required to comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

PART II: SCOPE OF WORK

2-1 INTRODUCTION

St. Lucie County Board of County Commissioners is seeking proposals from qualified firms to provide professional services for the collection and disposal of disaster debris collection activities for the County. The Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines and operating policies. The Contractor will advise and support the County during a disaster recovery effort and will be responsible for the overall collection and disposal of debris. This will include services to remove, process and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County in response to an emergency event such as, but not limited to, hurricane, tornadoes, flooding, fires or other natural or manmade disaster(s). The Contractor shall coordinate with the County's current disaster debris monitor consultant(s) and the County to insure a compliant, well-managed and organized approach to debris collection and disposal.

The purpose of this Request for Proposal (RFP) is to put in place an indefinite delivery/quantity agreement for the collection and disposal management and support services based upon the specifications detailed herein. Work authorizations will be issued against the Agreement, as necessary to complete work.

2-2 ST. LUCIE COUNTY BACKGROUND

St. Lucie County is located on the Atlantic Coast of Florida between Martin County to the south and Indian River County to the north. St. Lucie County covers a total area of 688.10 square miles of which 575.5 square miles is land and 115.6 square miles is water area. The county encompasses the incorporated cities of Port St. Lucie and St. Lucie Village and the City of Ft. Pierce (county seat).

The entire county had a large growth rate over the last 50 years, growing from a population of 50,836 in 1970 to 344,041 in 2020. The population of the unincorporated areas of the County is 71,620.

2-3 PROJECT INTENT

The Scope of Work is an integrated part of the Contract Documents and as such will not stand alone if used independently. The intent of these documents is to set forth requirements of performance. It is also intended to include all labor and materials, equipment, tools and transportation necessary for the proper execution of the Work, to require new material and equipment unless otherwise indicated, and to require complete performance of the Work in spite of omission of specific reference to any minor component part and to include all items necessary for the proper execution and completion of the Work by the Contractor.

Performance by the Contractor shall be required only to the extent consistent with these documents and reasonably inferable from them as being necessary to produce the intended results.

The Scope of Work is to be used as a general guide and is not intended to be a complete list of all work necessary to complete the project. The successful Contractor shall have broad experience in the areas of providing the collection and disposal of disaster debris, and any additional or required tasks, as deemed necessary to complete the project successfully.

The scope of work performed by the Contractor shall adhere and be followed in accordance with the guidelines set forth within the most current version of FEMA's Public Assistance Program and Policy Guide, FP-104-009-2 (the "PAPPG") (as of this writing the current version is version 4.0, published June 1, 2020). The PAPPG supersedes FEMA 321 / Public Assistance Policy Digest, FEMA 322 / Public Assistance Guide, and FEMA 325 / Public Assistance Debris Management Guide, although Contractor may still consult these resources for general guidance. The collection, removal, and disposal of debris work requires that workers are performing eligible work in accordance with any public assistance guidelines including but not limited to Federal, State and Local regulations.

The purpose of this solicitation is to establish one or more contracts to provide services to remove, process, and lawfully dispose of disaster generated debris (other than hazardous materials and household putrescible garbage) from public property and public right of way in St. Lucie County, Florida in response to an emergency event such as, but not limited to, hurricane(s), tornadoes, flooding, fire or other natural or manmade disaster(s). The County is seeking proposals from highly qualified Vendor(s) with experience in the specialized management of disaster response labor for the removal of debris along with the preparation, response, recovery and mitigation phases of any emergency or disaster. Vendors must have the capability and ability to rapidly respond to wide scale debris volumes typically produced in hurricanes, tornadoes and other disaster types as well as small scale debris volumes.

The Vendor must handle debris management activities in St. Lucie County in accordance with applicable regulations of the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), Florida Department of Transportation (FDOT), Florida Department of Health (FDH), Natural Resources Conservation Services (NRCS), and the Florida Department of Environmental Protection (FDEP) in conjunction with the County's needs. The Vendor shall have an excellent understanding of the documentation involved for the reimbursement from FEMA, FHWA, or Other Federal Agencies, and the State relief programs to make the process of cost recovery efficient and accurate. The processes and documentation required will be in strict compliance with FEMA, FHWA, or Other Federal Agencies, and other State relief programs regulations regarding eligibility.

Contracts must meet rules for Federal grants, as provided for in Title 2 Code of Federal Regulations (CFR) Part 200, (§ 200.317-200.327, Procurement Standards) in order to be eligible for reimbursement under the Public Assistance Program.

NOTE: This solicitation is not a request for Emergency Debris Monitoring Services. The County currently has separate contracts to provide that service. This RFP is specifically for Emergency Debris Removal Services. Vendors shall not include proposals that include Debris Monitoring Services. One or more Vendor(s) may be selected to provide differing elements or levels of scope of work in accordance with the capabilities and extent of involvement each respondent proposes. Contracts issued resulting from this RFP shall only be activated in the event of a declared emergency. There is no guarantee any contract resulting from this RFP will be activated or any work will be performed.

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

2-4 DELIVERY AND COMPLETION OF WORK FROM THE DATE OF THE NOTICE TO PROCEED

The County will issue the official Notice to Proceed for the services referenced in this RFP and resulting contract. The Notice to Proceed shall be sent via facsimile, mail, or email. Under no circumstances shall the County be liable for any services rendered unless the written Notice to Proceed has been sent and received by the Vendor(s). The Vendor(s) must acknowledge receipt of the written Notice to Proceed. Time for completion may be considered a factor in determining the vendor to whom a Notice to Proceed will be made.

Upon Notice to Proceed and mobilization, the Vendor shall provide the County with a reasonable time frame in which the work will be completed. The County will use the Vendor's estimate to develop a period of performance for work to be completed. This period of performance may be adjusted at the County's discretion. All work shall be performed in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the vendor(s), except in such cases where the completion date will be delayed due to acts of God, strikes, or other causes beyond the control of the vendor. In these cases, the vendor shall notify the County of the delays in advance of the original completion date so that a revised delivery schedule can be appropriately considered by the County.

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

2-5 PROTECTION OF PROPERTY

All existing structures, utilities, services, roads, trees, shrubbery, and property in which the County has an interest shall be protected against damage or interrupted services at all times by the vendor during the term of the contract; and the vendor shall be held responsible for repairing or replacing property to the satisfaction of the County which is damaged by reason of the vendor's operation on the property. In the event the vendor fails to comply with these requirements, the County reserves the right to secure the required services and charge the costs of such services back to the vendor.

2-6 TERMS AND DEFINITIONS

Definitions are provided for those terms listed below.

a. **Authorized Representative** – County employees and/or contracted individuals designated by the County or County Debris Manager to take actions as described in this RFP and the resulting Contract.

b. **Chipping or Mulching** – see Grinding.

c. **Cleanup Crew** – A group of individuals and/or an individual employed by the Debris Removal Vendor to collect disaster debris.

d. **Construction and Demolition Debris (C&D)** – FEMA's PAPPG defines eligible construction and demolition (C&D) debris as components of buildings and structures, such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and other floor coverings, window coverings, pipe, concrete, asphalt, equipment, furnishings, and fixtures. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

e. **County** – St. Lucie County, Florida

f. **County Approved Final Disposal Site** – a final disposal location approved in writing by the County.

g. **County Debris Manager** – The County will designate a County Debris Manager, who will lead the debris removal process and provide general oversight for all phases of debris removal operations within the County.

h. **Debris** – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to: vegetative debris, construction and demolition debris, and personal property.

i. **Debris Clearance** – Clearing roads by pushing debris to the roadside in order to accommodate emergency traffic.

j. **Debris Management Site (DMS)** – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

k. **Debris Monitoring** – Actions taken by the County in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.

l. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill, or other reuse or end-use facility.

m. **Demobilization** – Following the completion of services provided under the resulting contract, the Vendor will remove all equipment, supplies and other associated materials involved in the services provided to the County. The Vendor will leave all sites utilized clean and restored to the original state as approved by the County and verified through soil and groundwater samples.

n. **Demolition** – The act or process of reducing a structure, as defined by the State of Florida or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.

o. **Designated Area** – Generally bounded by the County line and includes public property and rights-of-way within the unincorporated areas of the County that was directly affected by a debris-generating event.

p. **Disaster Specific Guidance** – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to, along with their numerical identification.

q. **Eligible** – Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the County to the Vendor) of

the Public Assistance grant program and FEMA's PAPPG and all current FEMA fact sheets, guidance documents, and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project. Generally, eligible work is:

- Required as a result of the declared incident;
- Located within the designated area; and
- The legal responsibility of the County.

r. **Emergency Debris Clearance** - The initial debris clearance activity necessary to eliminate life and safety threats (i.e., clearing roads).

s. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

t. **E-Waste** – End of life electronics, typically televisions, computers and related components.

u. **FEMA Public Assistance Program and Policy Guide (PAPPG)** – FEMA's comprehensive guidance regarding the policy and program administration of the Public Assistance Program, including eligibility requirements and rules related to disaster debris removal.

v. **FEMA Publication 325 Debris Management Guide** – This publication has been superseded by the PAPPG, but may still be referred to as a reference. It is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses.

w. **Field Inspector** – See Monitor.

x. **Garbage** – Waste that is regularly collected through the County's normal waste collection methods. Includes all putrescible or non-putrescible wastes such as but not limited to, plastics, paper, cardboard, kitchen and table food waste, and animal, vegetative, food or any organic waste that is a result or residential or commercial activities.

y. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.

z. **Hangers** – A hanger is a broken limb or branch. The current eligibility requirements for removal of a hanger according to FEMA's PAPPG are:

- The limbs or branches must be greater than two inches in diameter, measured at the point of break; and

- The limbs or branches must post an immediate threat, e.g., hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The hazard is removed from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is not eligible if the threat can be eliminated by cutting it at the closest main branch junction.

aa. **Hazardous Stump** – a tree stump that has 50% of the root-ball exposed. Removal of the stump and filling the root-ball hole is eligible. If grinding the stump in-place is less costly than extraction, grinding the stump in-place is eligible.

FEMA only reimburses contracted stump removal on a per-stump basis if:

- The stump is 2 feet or larger in diameter measured 2 feet above the ground; and
- Extraction is required as part of the removal.

The price for stump removal must include extraction, transport, disposal, and filling the root-ball hole.

bb. **Hazardous Tree** – FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree:

- Has a split trunk;
- Has a broken canopy; or
- Is leaning at an angle greater than 30 degrees.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball. For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is not eligible.

cc. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and

Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosively, reactivity or toxicity.

dd. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.

ee. **Household Hazardous Waste (HHW)** –a hazardous product or material used and disposed of by residential consumers, rather than commercial or industrial consumers. HHW includes some paints, stains, varnishes, solvents, pesticides, and other products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic. HHW mixed with other debris types will contaminate the entire load, which necessitates special disposal methods. The overall cost of debris disposal can escalate quickly if HHW collection and disposal is not planned and executed with care.

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

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

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

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

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

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

kk. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

ll. **Temporary Debris Staging and Processing Facility (TDSPF)** – Site for the staging and processing of collected debris prior to final disposal. May also be referred to as a Debris Management Site (DMS).

mm. **Temporary Debris Storage and Reduction Site (TDSR)** – Site designated by the County for the storage and reduction of disaster related debris.

nn. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

oo. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

pp. **Vegetative Debris** – Vegetative debris includes whole trees, stumps, trunks, branches, limbs, and other leafy material. Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are not eligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

qq. **Vendor** – the term "Vendor" as used herein, refers to the vendor(s) selected to conduct debris removal operations per the terms of the contract. The term includes primary vendor(s), subcontractors, and individual crews.

rr. **White Goods** – White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, dryers, and water heaters. Many white goods contain ozone depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere and requires that certified technicians extract refrigerants from white goods before disposal or recycling. To avoid releases of refrigerants or oils, the collection of white goods should be accomplished carefully by manually placing the appliance on trucks or by using lifting equipment that will not damage the elements that contain the refrigerants or oils. The County will identify certified recycling centers that are permitted to take white goods.

2-6.1 ACRONYMS

ACM - Asbestos Containing Material
C&D - Construction and Demolition
CFR - Code of Federal Regulations
DMS - Debris Management Site
EO - Executive Order
EPA - Environmental Protection Agency
FDEP - Florida Department of Environmental Protection
FDOT - Florida Department of Transportation
FEMA - Federal Emergency Management Agency
FHWA - Federal Highway Administration

GPS - Global Positioning System
HHW - Household Hazardous Waste
OSHA - Occupational Safety and Health Administration
PA - Public Assistance
PPDR - Private Property Debris Removal
PPE - Personal Protective Equipment
PW - Project Worksheet
RACM - Regulated Asbestos Containing Material
RCRA - Resource Conservation and Recovery Act
ROE - Right-of-Entry
ROW - Right-of-Way
RRC - Rapid Response Crew
SWMF - Solid Waste Management Facility
TDSPF - Temporary Debris Staging and Processing Facility
TDSR - Site Temporary Debris Storage and Reduction Site
USACE - United States Army Corps of Engineers
VOCs - Volatile Organic Compounds

2-7 SCOPE OF SERVICES

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

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

Under the awarded contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the County's Debris Manager. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time

Notice to Proceed is issued and executed by the County for the Vendor) by the FEMA Public Assistance grant program guidelines in FEMA's PAPPG, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, and as directed by the County Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services items 2-7.1 through 2-7.16. Work will include: (1) examining debris to determine whether or not debris is eligible; (2) loading the debris; (3) hauling debris to County approved DMS(s) or County approved Final Disposal Site(s); (4) reducing disaster related debris; (5) hauling reduced debris to a County approved Final Disposal Site; and (6) disposing of reduced debris at a County approved Final Disposal Site. Debris not defined as eligible by FEMA, state or federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions to do so are given to the Vendor by the County Debris Manager. It shall be the Vendor's responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Vendor was issued Notice to Proceed, unless otherwise directed by the County Debris Manager in writing.

2-7.1 EMERGENCY ROAD CLEARANCE

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

2-7.2 ROW VEGETATIVE DEBRIS REMOVAL

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible disaster-related vegetative debris existing on the County ROW to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible vegetative debris that is piled in immediate close

proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible vegetative debris existing in the County will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved DMS or a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible vegetative hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures.

f. The Vendor must provide traffic control as conditions require or as directed by the County Debris Manager.

2-7.3 ROW C&D DEBRIS REMOVAL

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport eligible Construction and Demolition (C&D) debris existing on the County ROW to a County approved Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, eligible C&D debris that is piled in immediate close proximity to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.

b. Removal of eligible C&D debris existing in the County ROW will be performed as identified by the County Debris Manager.

c. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

d. All eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the County or its authorized representative.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed by the County or its authorized representative. The County will provide specific ROE legal and operational procedures.

g. The Vendor must provide traffic control as conditions require or directed by the County Debris Manager.

h. C&D debris must be monitored for the collection, complete haul, and delivery at the approved final disposal site. The County's authorized representative will obtain the original copy of the disposal or scale ticket showing the inbound and outbound collection vehicle weights.

2-7.4 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF NON-RACM STRUCTURES

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

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

a. Decommissioning consists of the removal and disposal of all Household Hazardous Waste (HHW), E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible Non-RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific Right-of-Entry (ROE) legal and operational procedures for private property

debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

2-7.5 DEMOLITION, REMOVAL, TRANSPORT, AND DISPOSAL OF RACM STRUCTURES

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

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

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state, and local rules and regulations.

b. Any structurally unsound and unsafe structures will be identified and presented to the County for direction regarding decommissioning.

c. Removal and transportation of eligible RACM demolished structures and eligible scattered C&D debris on private property will be performed as directed in writing by the County Debris Manager.

d. Once the debris removal vehicle has been issued a load ticket from the County's authorized representative, the debris removal vehicle will proceed immediately to a County approved Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.

e. Entry onto private property for the removal of eligible C&D hazards will only be permitted when directed in writing by the County or its authorized representative. The County will provide specific ROE legal and operational procedures for private property debris removal programs if requested.

f. The Vendor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition, handling, and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

2-7.6 DMS MANAGEMENT, OPERATIONS, AND REDUCTION THROUGH GRINDING

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

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

a. The management of DMS(s) includes obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Vendor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.

b. Vendor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.

c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, white goods, and other scope of service items), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County).

d. All un-reduced disaster debris must be staged separately from reduced debris at the DMS(s).

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. Vendor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting, and portable toilets. Vendor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.

h. Vendor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices.

i. Vendor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.

j. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, is a cost reflected in this scope of services. HHW/contaminant material segregated and stored in line containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

k. Vendor is responsible for providing 24 hour DMS(s) security.

l. Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

m. Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the Technical Specifications of this RFP (See Section 2-8.16: Debris Site Tower Specifications).

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

2-7.7 DMS MANAGEMENT, OPERATIONS AND REDUCTION THROUGH ABOVE GROUND AIR CURTAIN INCINERATION

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to manage and operate DMS locations for the acceptance, management, segregation, staging, and reduction through above ground air curtain incinerator

(ACI) of eligible disaster-related debris. Above ground ACI reduction must be approved by the County Debris Manager, FDEP, and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS layout and ingress and egress plan must be approved by the County Debris Manager.

a. The management of DMS locations includes obtaining necessary local, state and federal permits or approval, and operating in accordance with all rules and regulations of local, state and federal regulatory agencies, which may include but are not limited to the EPA and FDEP. The Vendor shall also be responsible for all costs associated with third-party groundwater and soil testing.

b. The Vendor is responsible for operating the DMS locations in accordance with OSHA, EPA, and FDEP guidelines.

c. Debris at DMS locations will be clearly segregated and managed independently by debris type (C&D, vegetative, HHW, etc.); program (ROW collection, private property debris removal, etc.); and applicant(s) (municipalities located within the County). Incidental debris will be removed and disposed of at no additional cost and based on the applicable scope of service in this RFP.

d. All un-reduced storm debris must be staged separately from reduced debris at the DMS locations.

e. If the alternate tonnage price schedule of this RFP is used the Vendor shall obtain, install, and operate scales for weighing incoming debris. Scale/weigh stations shall be installed and certified within 5 business days of Notice to Proceed or written notice that the County intends on using the alternate tonnage schedule of this RFP. Vendor shall provide a sufficient number of scales meeting the County specifications to provide a sufficient number of scales meeting the County Specifications to provide for the efficient delivery of waste streams without excessive wait times. The County shall make the sole determination of time determined to be excessive. To the extent that the County determines that additional scales are required, certified scales must be operational within 5 business days of the County's written request.

f. Maintaining the DMS approach and interior road(s) for all weather conditions for the entire period of debris hauling, including provision of crushed concrete for any roads that require stabilization for ingress and egress.

g. The Vendor is responsible for all associated costs necessary to provide DMS locations utilities, which include but are not limited to, water, lighting, and portable toilets.

h. The Vendor is responsible for all associated costs necessary to provide DMS locations traffic control, which includes but is not limited to traffic cones and staff with traffic flags.

i. The Vendor is responsible for all associated costs necessary to provide DMS locations dust control and erosion control, which includes but is not limited to an operational water truck, silt fencing, and other best management practices.

j. The Vendor is responsible for all associated costs necessary to provide DMS locations fire protection, which include but is not limited to an operational water truck (sufficient and equipped for fire protection), fire breaks, and a site foreman.

k. Vendor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be missed, mixed in, or picked up accidently with disaster debris. The cost associated with qualified personnel and lined containers/containment areas for HHW/containment segregation, is a cost reflected in this scope of services. HHW/containment material segregated and stored in lined containers at the DMS will be collected by the County's Hazardous Materials Removal and Disposal Vendor(s).

l. The Vendor is responsible for providing 24-hour security and fire tender for DMS locations.

m. The Vendor will only permit Vendor vehicles and others specifically authorized by the County or its authorized representative on site(s).

n. The Vendor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls. The tower(s) provided by the Vendor will at a minimum meet the specifications provided in the technical specifications of this RFP (see Section 2-8.16: Debris Site Tower Specifications).

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

2-7.8 HAUL-OUT OF REDUCED DEBRIS TO A COUNTY APPROVED FINAL DISPOSAL SITE

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to load and transport reduced eligible material such as ash, compacted C&D, or mulch existing at a County approved DMS(s) to a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations.

a. The Vendor(s) shall provide the name and address of each disposal facility to be used along with the name and the telephone number of a responsible party for each facility, prior to commencing the work.

b. The Vendor(s) shall not use any disposal facility without the written consent of the County Debris Manager. All costs and fees associated with the disposal of debris shall be reviewed for reasonableness by the County Debris Manager prior to issuing any such authorization.

c. The Vendor shall provide a sufficient number of debris site towers and/or certified scales meeting County specifications to provide for the efficient delivery of waste streams without excessive waiting times. The County shall make the sole determination of excessive wait times. To the extent that the County determines that additional towers and/or scales are required, additional towers must be operational within 48 hours of the County's request and certified scales must be operational within 5 business days of the County's request.

d. At the completion of disposal operations, each disposal facility will issue a written summary of the quantity, type, and origin of waste delivered.

e. The Vendor shall not receive any payment from the County for haul-out or load tickets related to reduced or unreduced debris transported and disposed of at a non-County approved Final Disposal Site.

2-7.9 REMOVAL OF HAZARDOUS TREES AND HANGERS

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Trees 6 inches or greater in diameter, measured 4.5 feet above ground level and eligible Hangers inches or larger in diameter, measured at the point of break. Debris generated from the removal of these eligible Hazardous Trees and eligible Hangers will be placed in the safest possible location on the County ROW and subsequently removed in accordance with the terms, conditions and procedure described in "ROW Vegetative Debris Removal" (Scope of Services, 2-7.2). Eligible hazardous leaning trees less than 6 inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for Scope of Services, 2-7.2. The County will not compensate the Vendor for cutting leaning trees less than 6 inches in diameter on a unit rate basis. The collection of all eligible hazardous leaning trees and eligible hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the County ROW, then Vendor must load the resulting debris of eligible hazardous leaning trees or eligible hazardous hanging limbs as they are removed.

a. Eligible Hazardous Trees will be identified by the County or its authorized representative for removal. Removal and placement of eligible Hazardous Trees 6 inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County

Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Trees at 2-6(bb) for eligibility requirements.

b. Eligible hazardous Hangers will be identified by the County or its authorized representative for removal. Removal and placement of eligible hazardous hanging limbs 2 inches or greater in diameter measured at the point of break existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hangers at 2-6(z) for eligibility requirements.

2-7.10 REMOVAL OF HAZARDOUS STUMPS

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all eligible Hazardous Stumps greater than 2 feet in diameter, measured 2 feet from the base of the tree, existing on the County ROW. The Vendor shall be responsible for backfilling any voids left in the ground by removed stumps within 24 hours of stump removal. Any voids not backfilled immediately following Hazardous Stump removal must have measures taken in order to protect public health and safety. Further, debris generated from the removal of Hazardous Stumps existing on the County ROW will be transported to a County approved DMS or a County approved Final Disposal Site in accordance with all federal, state, and local rules and regulations. Eligible Hazardous Stumps 2 feet or less in diameter measured 2 feet from the base of the tree will be considered normal eligible vegetative debris and removed in accordance with Scope of Services, 2-7.2. The diameter of eligible Hazardous Stumps less than 2 feet will be converted into a cubic yardage volume based on the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table) and removed under the terms and conditions Scope of Services, 2-7.2.

a. Eligible Hazardous Stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible Hazardous Stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Vendor, in writing, by the County Debris Manager. Refer to the definition of Hazardous Stump at 2-6(aa) for eligibility requirements.

b. Tree stumps that are not attached to the ground will be considered normal vegetative debris and are subject to removal under the terms and conditions of Scope of Services, Item 2-7.2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of Scope of Services, Item 2-7.2. The

cubic yard volume of unattached stumps will be based off of the diameter conversion using the published FEMA stump conversion table (See Figure 1 – FEMA Stump Conversion Table).

c. Eligible Hazardous Stumps will be marked and uniquely numbered with green paint. Ineligible stumps will be marked with red paint.

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

2-7.11 DOCUMENTATION REQUIREMENTS FOR HANGERS, HAZARDOUS TREES, AND HAZARDOUS STUMPS

The Vendor must provide all of the following documentation to support the eligibility of removing tree limbs, branches, stumps, or trees that are still in place:

a. Specifics of the immediate threat with the U.S. National Grid (USNG) location and photograph or video documentation that establishes the item is on public property;

b. Diameter of each item removed (measurement must be 2 feet up the trunk from the ground for stumps and 4.5 feet up for trees);

c. Quantity of material to fill root-ball holes; and

e. Equipment used to perform the work.

f. For Hazardous Stump, the Hazardous Stump Worksheet provided by the monitoring firm(s) will be completed in full for each stump, capturing the following information: (1) Names and signatures of parties present; (2) Physical location (street address, road cross streets, etc.); (3) stump number; (4) size of stump; (5) date.

2-7.12 ROW WHITE GOODS DEBRIS REMOVAL

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the collection of white goods from the ROW, removal of refrigerants, transportation to a County approved DMS, decontamination, and transportation to a County approved Solid Waste Management Facility (SWMF). White goods containing refrigerants must first have such refrigerants removed by the Vendor's qualified technicians prior to mechanical loading.

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

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

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

b. All white goods containing food items shall be decontaminated in accordance with local, state, and federal law prior to recycling.

c. The Vendor shall recycle all eligible white goods in accordance with all rules and regulations of local, State, and federal regulatory agencies.

d. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a St. Lucie County approved Solid Waste Management Facility and turned over to the facility to ensure that these gases are properly removed and stored. No white goods will be accepted that contain food or other waste.

2-7.13 HOUSEHOLD HAZARDOUS WASTE (HHW) REMOVAL, TRANSPORT, AND DISPOSAL

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

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

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

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

2-7.14 E-WASTE REMOVAL

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

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and proper disposal of eligible E-Waste from the ROW to a St. Lucie County approved SWMF. Eligible E-Waste includes, but is not limited to, televisions, computers, computer monitors, and microwaves in areas identified and approved

by the County. The Vendor shall recycle or dispose of all eligible E-Waste Items in accordance with all rules and regulations of local, state and federal regulatory agencies.

2-7.15 ABANDONED VEHICLE AND VESSEL REMOVAL

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

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

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

2-7.16 DEAD ANIMAL CARCASSES

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

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a County approved Final Disposal Site. Vendor shall coordinate activities with the St. Lucie County Code Enforcement Services Division and the St. Lucie County Health Department.

2-7.17 OTHER DEBRIS REMOVAL WORK

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

2-7.18 PRE-EVENT COORDINATION MEETING

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

2-7.19 DESCRIPTION OF DESIGNATED AREAS

a. The designated area for debris removal (the County right-of-way) is bounded by the County line and includes public property and Right-of-Ways (ROW), County parks and County debris staging areas within the unincorporated areas of the County and may include private segments within the jurisdictional boundaries of the County. The County Debris Manager may also authorize the Vendor to perform debris removal on non-County maintained roadways or other areas, as directed in writing by the County Debris Manager. If the Vendor is authorized to perform services on non-County maintained roadways or other areas that may not be eligible for reimbursement said load tickets, unit rate tickets, or haul-out tickets must be clearly marked "non-eligible". If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program eligible roadways, the Vendor will be required to provide crews separate from those providing County ROW debris removal services. The crews designated to provide debris removal from FHWA-ER eligible roadways will only make one pass to collect debris from FHWA-ER eligible roadways. Further, the Vendor shall abide by all eligibility requirements and guidance set forth by the most current guidance from FHWA for debris removal on FHWA-ER Program eligible roadways. Effective October 1, 2012 FHWA-ER will no longer be responsible for debris removal from FHWA-ER road segments that are eligible under the FEMA Public Assistance Program.

b. The County Debris Manager will authorize and approve which services the Vendor shall provide from the scope of services and which zones/areas must be prioritized.

c. All debris identified by the County Debris Manager shall be removed. The number of complete passes the Vendor shall conduct through the County is at the discretion of the County Debris Manager. Partial removal of debris piles is strictly prohibited. The Vendor shall not move from one designated work area to another designated work area without prior approval from the County or its authorized representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Vendor shall not enter onto private property during the performance of this contract unless specifically authorized by the County Debris Manager in writing.

d. For first pass loose leaves and small debris in excess of two bushel baskets shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than twelve (12) inches in any dimension shall be left at the point of collection.

e. For subsequent and/or final pass loose leaves and small debris in excess of one-bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left at the point of collection.

f. Vendor shall deliver all disaster related debris to a County approved Debris Management Site (DMS) or County approved Final Disposal Site that has been approved to receive disaster-generated debris and adhere to all local, state, and federal regulations.

g. All Final Disposal Sites must be approved, in writing, by the County Debris Manager. The Vendor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state, and federal safety and environmental standards. Vendor reduction, handling, disposal and remediation methods must be approved, in writing, by the County Debris Manager.

h. Payment for disposal costs such as tipping fees incurred by the Vendor at a County approved Final Disposal Site that meet local, state, and federal regulations for disposal will be reimbursed by the County as a pass through cost. Prior to reimbursement by the County, the Vendor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul-out ticket numbers and other applicable information. The Vendor will also be required to provide proof of Vendor payment to the County approved Final Disposal Site.

i. The Vendor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state, and federal governments or agencies, or of any public utilities.

j. The County reserves the right to inspect the DMS, verify quantities, and review operations at any time.

2-7.20 DEBRIS MANAGEMENT SITES (DMS)

The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.
The Debris Management Sites are as follows:

Location	Acreage	Waste Type	GPS Entrance Location
Airport Commerce Park	145	Yard Trash, C&D, Mixed Debris	Lat. 27°29'53.69" Long. 80°23'53.97"
Indian River Estates	2	Yard Trash	Lat. 27°21'07.34" Long. 80°19'32.43"
Savannas Recreation Area	1.5	Yard Trash	Lat. 27°22'53.16" Long. 80°18'19.70"
SLC Fairgrounds	22	Yard Trash, C&D, Mixed Debris	Lat. 27°22'22.89" Long. 80°29'20.59"
Indrio Road Staging Site	200	Yard Trash, C&D, Mixed Debris	Lat. 27°31'14.49" Long. 80°22'19.53"

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

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

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

The County may also establish designated Residential Convenience Centers (residential drop-off sites). If this should occur, the County may at its option request the Vendor to be responsible for removing all disaster related debris from those sites. Depending on the volume of debris at a Residential Convenience Center, the Vendor may be required to push material to make room for additional debris.

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

The Vendor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the County and FDEP. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

2-8 TECHNICAL SPECIFICATIONS

2-8.1 TERMINATION FOR CONVENIENCE

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

2-8.2 NOTICE TO PROCEED

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

2-8.3 CHANGES IN SCOPE OF WORK

The County Administrator or his designee 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.

2-8.4 SAFETY

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

2-8.5 ON-SITE PROJECT MANAGER

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

2-8.6 SUPERINTENDENT SHALL BE SUPPLIED BY THE VENDOR

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

2-8.7 EQUIPMENT

a. All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its contents without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.

b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of 2 inch by 6 inch boards or greater and not to extend more than 2 feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the County's authorized representatives prior to its use by the Vendor(s). The County or its authorized representative may also perform periodic re-inspection of vehicles to verify the certified capacity.

c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent them from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a County approved DMS or a County approved Final Disposal Site. If falling debris from hauling vehicles presents an issue the County reserves the right to require the contractor to "tarp" or cover debris when hauling.

d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Vendor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Vendor(s) mix debris hauled for others with debris hauled under this contract. Failure to abide may result in a suspension of the violating truck, crew, or sub-contractor.

e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the County Debris Manager.

f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the County Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

2-8.8 TRAFFIC CONTROL

The Vendor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Vendor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Vendor(s) shall provide sufficient signing, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state, and federal

laws, regulations, and ordinances governing personnel, equipment, and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Vendor(s). No further work shall take place until the deficiency is corrected. Neither the County Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Vendor for traffic control is an overhead expense contemplated as part of the Vendor's compensation under the terms and conditions of scope of services.

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

2-8.9 RAPID RESPONSE CREW

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

2-8.10 HAZARDOUS MATERIALS AND HOUSEHOLD HAZARDOUS WASTE

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

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

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

2-8.11 WORK HOURS

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

2-8.12 TIME OF COMPLETION

The services shall commence upon written notice to proceed from the County manager or his designee, and the project shall be completed in accordance with the project schedule.

2-8.13 LIQUIDATED DAMAGES

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

a. The Vendor shall pay the County, as liquidated damages, $1,000.00 per calendar day of delay to mobilize in the County with the resources required to begin debris removal operations, within 72 hours of being issued Notice to Proceed.

b. The Vendor shall pay the County, as liquidated damages, $500.00 per load of disaster debris collected in the County that is not disposed of at a County approved DMS or County approved Final Disposal Site and/or any associated fines levied by a third party. Application of liquidated damaged does not release the Vendor of all liability associated with hauling and depositing material to an unauthorized location.

c. The Vendor shall pay the County, as liquidated damages, $500.00 per incident where the Vendor fails to repair damages that are caused by the Vendor or subcontractor(s). Application of liquidated damages does not release the Vendor from the responsibility of resolving or repairing damages.

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

2-8.14 DAMAGES

All items damaged as a result of Vendor(s) or subcontractor operations, such as but not limited to, sidewalks, curbs, pipes, drains, water mains, pavement, mail boxes, and turf shall be either

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

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

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

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

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

2-8.15 EXISTING UTILITIES

a. Some trees and debris that are to be removed under the awarded contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be Vendor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines (i.e. water and sewer). The Vendor(s) shall pay all such costs to the utility company for any adjustments.

b. The Vendor(s) shall be responsible for all costs incurred to repair damaged utilities that are

caused by the Vendor, as determined by the affected utility company. Payment for repairs to all municipal and privately owned utilities shall be the responsibility of the Vendor(s).

2-8.16 DEBRIS SITE TOWER SPECIFICATIONS

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

b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the County Debris Manager due to unsuitable conditions at the tower.

2-8.17 FACILITIES AT DMS LOCATIONS

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

2-8.18 OWNERSHIP OF DEBRIS

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

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

2-8.19 ENVIRONMENTAL PROTECTION

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

b. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Vendor(s) must be used and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

c. Vendor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMS(s). Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state, and federal regulatory agencies.

d. The Vendor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the County Debris Manager. The Vendor(s) shall comply in a timely manner with all directions of the County Debris Manager regarding the use of a water truck or other approved dust abatement measures.

e. The Vendor(s) shall comply with all laws, rules, regulations, and ordinances regarding environmental protection.

f. The Vendor(s) shall immediately report and document all incidents to the County Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills, or fuel leaks.

g. The Vendor must notify the County regarding any fluid or chemical spillage so that the County or its authorized representative can review and approve of the cleanup.

2-8.20 DOCUMENTATION AND MEASUREMENT

a. Vendor is responsible for ensuring that all labor and equipment used for Emergency Debris Clearance activities is certified and that logs are kept for starting days/times, ending

days/times, and zones, areas, and streets worked.

b. All trucks used for collection and hauling of eligible debris from the County ROW to County approved DMS(s) or County approved Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the County or County-authorized representative. The Vendor shall provide a representative to attest to the certification/measuring process. It is the Vendor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the County of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Vendor name, assigned truck number, and other pertinent information, as determined by the County Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a County authorized representative each time it returns to work from other contracts or communities.

c. The Vendor(s) is responsible for ensuring that all subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

d. Load tickets will be provided by the County or its authorized representative for recording volumes of debris removal. Unit rate tickets will be provided by the County or its authorized representative for documenting unit rate services, such as Hangers or Hazardous Tree removal. Only tickets designated and approved by the County will be authorized for use. Tickets must be completed in a clear and legible manner. Tickets that require Vendor signature will have the signature as well as name printed in a legible manner. Illegible Load & Unit Rate tickets will not be paid.

- Each ticket shall be of a type that consists of one original and five copies.

- Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up; hauled, reduced and disposed of. Vendor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement (either tons or percentage load call), and County authorized representative name and signature. No payment will be made by the County for incomplete and/or illegible load or unit rate tickets submitted for payment.

- Load tickets will be issued by an authorized representative of the County at the collection site. The County authorized representative will complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator. Upon arrival at the DMS or County approved Final Disposal Site, the vehicle operator will present the five copies of the load ticket to the County authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the County authorized representative present at the DMS or County approved Final Disposal Site. The County authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The County will keep the original copy, 2 copies

will be given back to the vehicle operator and the remaining 2 copies will be provided to the Vendor.

- Loads of processed (e.g., chipped) debris being hauled from a DMS to a County approved Final Disposal Site will follow the same load ticket procedures. A County authorized representative will initiate the load ticket at the DMS. Another County authorized representative will validate and sign the ticket at the County approved Final Disposal Site.

- The Vendor(s) shall give written notice of the location for work scheduled 24 hours in advance.

e. Scope of service items that have rates based on one-way haul mileage shall have such mileage based on "as the crow flies" distance. The radius distance from each DMS or final disposal site to the last loading location written on the load or haul-out ticket will be used to determine the mileage rate category. The County shall determine the mileage calculation method that is ultimately used. One-way mileage rates apply to the following sections within the statement of work:

- Section 2-7.2 – ROW Vegetative Debris Removal

- Section 2-7.3 – ROW C&D Debris Removal

- Section 2-7.4 – Demolition, Removal, Transport and Disposal of Non-RACM Structures

- Section 2-7.5 – Demolition, Removal, Transport and Disposal of RACM Structures

- Section 2-7.8 – Haul-out of Reduced Debris to a County Approved Final Disposal Site

2-8.21 PAYMENT

a. The County, or its authorized representative, will monitor, verify, and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Vendor(s) will be provided with copies of this documentation. These documents will be used by the Vendor as backup data for invoice submittals. Work not ticketed or not authorized by the County will not be approved for payment. Additionally, any ticket submitted for payment must be legible and properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call, or disposal monitor signature will not be paid, nor will the County be responsible for unpaid incomplete tickets.

b. If tasked with private property and FHWA-ER funded roadway debris removal operations, these will be invoiced separately from ROW collection removal operations. The County reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, white goods, or other scope of service items), program (ROW collection, private property debris removal, etc.), or both.

c. Invoices shall be submitted to the County's authorized representative on a bi-weekly basis unless otherwise direct by the County. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the County. Invoice detail submittals will be checked against County records. County records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the County authorized representative to the County for payment.

d. A 10% retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Vendor(s) must successfully complete, and receive a letter of completion from the County, for all work zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the County to repair damages caused by the Vendor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Vendor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Vendor shall execute release waivers with all subcontractors to release the County from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the County prior to final retainage release.

g. Payment for disposal cost incurred by the Vendor(s) at County approved Final Disposal Sites will be made at the cost incurred by the Vendor. The County will either coordinate payment of disposal costs directly with the Final Disposal Site or require the Vendor to pay the disposal fees and then invoice the County. The Vendor(s) shall submit a copy of all invoice(s) received by the County approved Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the County approved Final Disposal Site, and proof of Vendor payment to the County approved Final Disposal Site. The County will not render payment for disposal costs until the Vendor submits applicable disposal site permits or site information for each authorized Final Disposal Site.

h. Vendor(s) must submit a final invoice within 30 days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments will be made after the Vendor's final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Vendor will comply with all requirements of the state or federal government applicable to the use of the funds.

j. The Vendor will retain all records pertaining to the services and the contract for these services and make them available to the County for a period of 7 years following receipt of final payment for the services referenced herein. In the event litigation ensues or the County

challenges a decision by FEMA to disallow or de-obligate costs incurred under the contract, then Vendor shall retain all records hereunder for a period of 7 years after conclusion of the litigation or FEMA dispute, including any and all appeals.

k. Payment shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, and Florida Statues.

2-8.22 FHWA-ER PROGRAM CONTRACT REQUIREMENTS

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

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

b. Buy America Requirements

c. 49 CFR Part 26, Disadvantage Business Enterprise Program

d. American with Disabilities Act of 1990 (ADA)

e. Convict Labor Prohibition

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

2-8.23 FINAL PROJECT CLOSE OUT

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

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

2-8.24 DISTRIBUTION OF WORK

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

2-8.25 COUNTY'S DEBRIS MONITORING CONSULTANT

Vendor shall be in contact and comply with the County's contracted consultant and representative for the monitoring of debris collection and removal services. The County's contracted consultant and representative shall be a separate contractor, from this solicitation and its award, who will be exclusively contracted for monitoring services. The monitoring consultant shall certify all of the vendor's loads and the safety of the vehicles in which the debris is being removed.

2-9 SUBCONTRACTORS

The County prefers that the Contractor provide all services needed to comply with the RFP. Should a Sub-Contractor be needed, the Primary Contractor will be the sole point of contact and have sole responsibility for all issues. It is the responsibility of the Primary Contractor to ensure that Sub-Contractors needed to be used during the collection and disposal of disaster debris shall comply with the scope of work initiated to support this project.

If the Contractor intends to subcontract any portion of the work covered by this Contract, the Contractor must take all necessary affirmative steps to assure that small and minority businesses, women's business enterprises and labor surplus area firms are solicited and used when possible. Affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and

5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

2-10 CONTRACT TERMS

The selected Vendor is to provide items and services listed at firm fixed rates on an as needed basis for an initial period of 1 year, renewable for three additional 1 year periods. Both the County and the vendor must mutually agree upon renewals in writing. Rates quoted will be for the first year and will not be changed based on the guidelines outlined in this solicitation.

The awarded contract will contain the required provisions at 2 C.F.R. § 200.326, Appendix II to 2

C.F.R. Part 200, and FEMA guidance, as applicable.

Part III: INSTRUCTION FOR THE PREPARATION OF PROPOSALS AND RESPONSE REQUIREMENTS

The Proposer(s) warrants its response to this Request for Proposals (RFP) to be fully disclosed and correct. The firm must submit a Proposal complying with this RFP, and the information, documents and material submitted in the Proposal must be complete and accurate in all material aspects. All Proposals must contain direct responses to the following questions or requests for information and be organized so that specific questions being responded to are readily identifiable and in the same sequence as outlined below.

Proposers are advised to carefully follow the instructions listed below in order to be considered fully responsive to this RFP. Proposers are further advised that lengthy or overly verbose or redundant submissions are not necessary. Compliance with all requirements will be solely the responsibility of the Proposer. Failure to provide requested information may result in disqualification of response.

The Proposal shall cover in as much detail as possible the requirements of the solicitation, subject to modification and enhancements as a result of information gained during the consultant selection process.

The Proposal must be submitted on 8½"x11" paper, numbered, typewritten, with headings, sections, and sub-sections identified appropriately. The Proposal shall be clear and concise and provide the information requested herein. Statements submitted without the required information will not be considered. Proposals shall be organized and sections tabbed. The Proposer should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited. Each Proposer must submit adequate documentation to certify the Proposer's compliance with the County's requirements. Proposers should focus specifically on the information requested. Additional information, unless specifically relevant, may distract rather than add to the Proposer's overall evaluation.

The following information, at a minimum, shall be included in the Proposal:

A. COVER PAGE

Statement of Qualifications Introductory letter: This letter's no more than two pages will summarize in a brief and concise manner the proposer's understanding of the RFP, the County's objective, the proposer's acceptance of conditions and any exceptions to the general terms and conditions of the RFP and to insurance requirements and any other requirements listed in the RFP. The letter should name all of the persons authorized to make presentations for the Offeror, including the titles, addresses, and telephone numbers. The Letter shall be signed by a representative who is authorized to contractually bind the Contractor. If proposal is signed by

someone other than President, Vice President, Treasurer, a copy of your Corporate By-Laws, or a letter signed by a corporate officer must be included.

B. TABBED SECTIONS

TAB 1 REQUIRED FORMS

The following forms are required with Proposer's submittal. Proposals not including the following forms will be rejected and considered non-responsive. Forms can be downloaded in the Required Submittal Packet attached to the solicitation documents.

- Form #1 Proposer Information and Authorized Signature
- Form #2 Non-Collusion Affidavit
- Form #3 Corporate Resolution
- Form #4 Confirmation of Drug-Free Workplace
- Form #5 Public Entity Crime Affidavit
- Form #6 Hold Harmless and Indemnity Agreement
- Form #7 Certification Regarding Debarment & Suspension
- Form #8 Anti-Lobbying Certification
- Form #9 Price Schedules 1 (Hourly) and 2 (Unit Rate)
- Addenda Any and all issued addenda regarding this solicitation, signed and dated, if applicable

TAB 2 EXECUTIVE SUMMARY

This section shall include a summary of your organization, including its history. Indicate the number of years Proposer has had in providing these services. Provide any additional information which will present evaluators with insight about the qualifications, fitness, and abilities of Proposer. This section shall also include a list of all judgments from lawsuits in the last 3 years and current pending lawsuits that are concerned directly with the staff or part of your organization proposed for the contract. Please include a current copy of your State of Florida Corporate Registration. If a Proposer is a corporation, it must be certified with the Florida Secretary of State and have a corporate status in good standing, and in the case of out-of-state corporation, they must present evidence of authority to do business in the State of Florida.

TAB 3 PROPOSER EXPERIENCE AND QUALIFICATIONS

List the names and titles of principals, management, trainers, staff, and personnel who will be assigned to this contract. Include resumes or summary of experience of these persons as an Appendix to the Proposal. The Proposer shall also provide information on services provided in past emergency incidents with other governments, cities of similar size, businesses, corporations, or other entities within the last ten (10) years to demonstrate how its experience makes it qualified for this project. Please include the names of the entities, the length and the magnitude of the incidents that occurred within your Proposal.

TAB 4 REFERENCES

Provide at least 5 references which the Proposer has provided the same or similar services for the same type during the past 10 years and who can attest to the Proposer's ability to perform at or above the current level of expectations set within the scope of work.

Each reference shall include, at a minimum:

- Name and full address of reference organization;
- Name of Contact person for contract;
- Telephone number(s);
- Date of initiation of contract with reference; and
- Brief summary of services provided.

TAB 5 EXISTING CONTRACTUAL OBLIGATIONS

The Respondent shall provide information on any established or currently ongoing contracts with other Governments, cities of similar size, businesses, corporations or other entities. Please include the names of the entities, the lengths of the contract and their expiration dates.

TAB 6 METHODOLOGY, TECHNICAL PLAN, AND APPROACH

Proposer shall describe the methodology, technical plan, and approach they will take to accomplish the work described herein and provide the solution that best suits the County's needs. The Proposer shall provide an overview of how they will work with the County to provide the solution proposed and required services. This refers to the exact type and nature of the Proposer's proposed services and how they accomplish the objectives and needs of the County, as well as the ability to comply with the County's needs for a service provider that is experienced, educated, knowledgeable, and capable of complying and adhering with Federal reimbursement programs. The proposer shall establish a clear demonstration and understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. This shall include the

technical plan being proposed, the equipment being used, the number of personnel being used, and justification for the total time frame to complete the scope of work. Information shall include, but not be limited to the following:

a. Provide and describe a general description of the type of solution and all available processes within the solution proposed.

b. Explain the approach plan to support the needs and objectives of the Scope of Services established within this RFP.

c. Illustrate and describe the ability to provide a quick and rapid response to an incident; including the actual time to respond and provide a fully implemented and operational system prior to an incident or on an emergency on call basis.

d. Illustrate and describe the ability to provide project management and administrative resources.

e. Illustrate and describe the ability to provide collection and disposal of debris and the parameters within that service at all locations.

f. Provide and describe a staffing plan.

g. Illustrate and describe abilities to provide any other related or additional services applicable or related to this type of service.

TAB 7 COST PROPOSAL

This section shall be submitted by utilizing the Cost Proposal form (Form # 11) in the Required Forms Packet. No additional forms will be accepted or submittals that state "see attached". It is the Proposer's responsibility to provide a full disclosure of the pricing requested and all costs associated with a fully implemented and developed solution within this tab.

Schedule 1 shall include hourly rates and the grand total for the following 3 categories. These are identified as:

1. Equipment types w/ operator
2. Labor
3. Crew

Schedule 2 shall include unit rates and the grand total for the following 15 categories. These are identified as:

1. Vegetative Debris Removal (based on section 2-7.2)

2. C&D Debris Removal (based on section 2-7.3)

3. Demolition, Removal, Transport and Disposal of Non-RACM Structures (based on section 2-7.4)

4. Demolition, Removal, Transport and Disposal of RACM Structures (based on section 2-7.5)

5. DMS Operation and Reduction Through Grinding (based on section 2-7.6)

6. DMS Management and Reduction by Air Curtain Incineration (based on section 2-7.7)

7. Haul-Out of Reduced Debris to a County Approved Final Disposal Site (based on section 2-7.8)

8. Removal of Hazardous Trees and Hangers (based on section 2-7.9)

9. Removal of Hazardous Stumps (based on section 2-7.10)

10. ROW White Goods Debris Removal (based on section 2-7.12)

11. Household Hazardous Waste Removal, Transport and Disposal (based on section 2-7.13)

12. E-Waste Removal (based on section 2-7.14)

13. Abandoned Vehicle Removal (based on section 2-7.15)

14. Abandoned Vessel Removal (based on section 2-7.15)

15. Dead Animal Carcasses (based on section 2-7.16)

All fees submitted shall be associated with the fully operational solution during an emergency scenario. Pricing shall include materials, labor, set up fees, training fees, start-up fees, mobilization, demobilization, travel related expenses, meal allowances, hotel rooms, and any charges or other relevant out of pocket expenses associated with the services required within this solicitation. Pricing not within the requested schedules shall be the responsibility of the Proposer to provide these services or purchase these materials.

PART IV: SELECTION CRITERIA AND EVALUATION METHOD

4-1 GENERAL

The County shall be the sole judge of its own best interests, the proposal, and the resulting negotiated agreement. The County reserves the right to investigate the financial capability, reputation, integrity, skill, business experience, and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The County's decisions will be final.

The County shall evaluate the merit of the proposal based on the best value criteria listed herein. The sole objective of this evaluation is to select the vendor whose proposal is most responsive and the best value to the County's needs for a contractor to perform Emergency Debris Collection and Removal Services.

The County reserves the right to request additional information or to meet with vendors to discuss points in the Proposal before and after submission, any and all of which may be used in forming a recommendation. This is to include demonstrations of vendor's solutions.

The County reserves the right to reject any and all proposals that fail to meet the requirements of this RFP or which the County determines will not meet its needs. The County may reject the proposal of a vendor who is not, in the opinion of the County, in a position to satisfactorily perform the contract. The County reserves the right to reject any proposal if the evidence submitted by, or investigation of, such vendor fails to satisfy that such vendor is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

The County reserves the right to accept or reject in part or in whole any proposal submitted, and to waive any technicalities or informalities for the best interest of the County. The County reserves the right to award based upon individual line items, sections, or total proposal. The County may also accept or reject any of the alternates that may be set forth in a proposal.

4-2 MINIMUM QUALIFICATIONS AND EXPERIENCE

The County is seeking proposals from vendors who are have past, proven, and positive experiences in projects of similar and same size of scope of work. Proposals shall be accepted from vendors who meet the following minimum criteria, evaluated on a pass/fail basis. The Proposer shall:

- Have at least 5 years' experience in providing services for emergency debris collection and disposal services in an emergency scenario or environment.
- Be licensed to conduct business in the State of Florida.
- Provide a copy of the its audited financial statements for the previous two years and proof of its credit rating.
- Provide an organizational chart showing its ownership structure and resumes of experienced key personnel.

Proposals that do not meet these minimum qualifications will be rejected without the further evaluation outlined in Section 4-3.

4-3 EVALUATION METHOD AND SCORING CRITERIA

A Selection Committee will be appointed by the County Administrator and will be responsible for reviewing and evaluating Proposals, selecting the firm(s) that provides the best value to the County, and then negotiating a contract. The Proposers with the highest-ranked submittals may

be asked to make a detailed presentation of their product / service to the Selection Committee.

All Proposers are advised that in the event of receipt of an adequate number of Proposals which in the opinion of the Evaluation committee require no clarification and/or supplementary information, such Proposals may be evaluated without discussion. Hence, proposals should be initially submitted on the most complete and favorable terms which Proposers are capable of offering to the County.

In general, the County wishes to avoid the expense to the County and to proposers of unnecessary presentations. Therefore, the County shall make every reasonable effort to achieve the ranking using written submittals alone. If no single top-ranked firm can be clearly identified by review of the written submittals alone, then the evaluator(s) may request the Purchasing Manager to schedule the top ranked firm(s) for presentations or interviews.

The County may choose to conduct oral interviews with, or receive oral presentations from, one or more of the proposers. If the County chooses to allow oral interviews and/or presentations, such interviews or oral presentations will be open to the public. If oral presentations or interviews are held, the following guidelines will be used.

The Purchasing Manager shall establish the schedule and Proposers will be notified at least 7 calendar days in advance of the date, time and place of the presentations. The specific format of each presentation will be provided to Proposers with the notifications. The County shall allot equal time for each Proposer divided into three sequential parts: formal presentations, questions/answers, and discussion. Oral presentations will provide an opportunity for the Proposers to demonstrate their ability to use time efficiently, effectively, and economically. The times allotted are maximums and no firm will be penalized for using less than the allotted time.

After presentations, firms will be assigned a final score, with the highest ranked firm moving forward to the negotiation phase. The Selection Committee shall rank all complete written proposals and/or formal oral presentations/interviews in order of preference (scoring) and submit this final ranking as its final recommendation. No work for this project shall proceed without written authorization from the County.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate such negotiations and begin negotiations with the next selected Proposer. No Proposer shall have any rights against the County arising from such negotiations.

Proposal packages will be reviewed and evaluated in accordance with the following criteria and weighting factors:

4-3.1 COMPLIANCE WITH REQUEST FOR PROPOSALS / TAB 1 (0 - 10 POINTS)

This refers to the adherence by the Proposer and the submittal of all required forms, samples and requests within the proposal and all conditions and requirements of this RFP.

4-3.2 RESPONDENTS EXPERIENCE, QUALIFICATIONS, EXISTING CONTRACTS, AND REFERENCES / TABS 2, 3, 4, AND 5 (0 - 30 POINTS)

Offeror's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:

a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other units of government or organizations.

b. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.

c. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects.

d. Reference information gathered from other entities regarding the past experience of the firm; and

e. Strength of the other information required in Tabs 2, 3, 4, and 5.

4-3.3 METHODOLOGY, TECHNICAL PLAN, AND APPROACH / TAB 6 (0 - 30 POINTS)

This refers to the exact type and nature of the Proposer's proposed services and how it plans to accomplish the objectives of the project, as well as the ability to rapidly respond to the County's needs. The Proposer must demonstrate a clear understanding of the work to be performed with a complete and reasonable plan/proposal for accomplishing the tasks. Technical evaluations will be based upon the ability of the proposer to meet or exceed the requirements set forth in the specifications. Estimates concerning the ability of the proposer to perform accordingly shall be made by the County.

a. The ability, capacity, skill and organization of the proposer to perform as proposed.

b. The completeness, reasonableness, and efficiency of the proposed solution, including project management, administrative, and staffing plans.

c. The ability of the Proposer to respond rapidly to the County's needs.

d. Any other value added elements of the Proposal as deemed relevant by the County.

4-3.4 COST PROPOSAL / TAB 7 (0 – 30 POINTS)

This refers to the proposed rates of the Proposer. Please note that price is only one factor for consideration of award. The County reserves the right to award the contract to other than the lowest priced offeror.

Part V: Required Forms Packet

The following eleven (11) forms are required and are to be filled out completely and submitted with your proposal as per Section 4 (Instructions for the Preparation of Proposals and Response Requirements). All applicable forms shall be submitted as required by the solicitation documents.

FORM #1 PROPOSER INFORMATION AND AUTHORIZED SIGNATURE

Proposer (Company) Name: _____

F.E.I.N. or Social Security Number: _____

Mailing Address: _____

City, State, Zip: _____

Telephone Number: _____ Fax Number: _____

E-mail Address _____

Type of Entity: ❑ Corporation ❑ Partnership ❑ Proprietorship ❑ Joint Venture ❑ Other

State of Incorporation: _____ Year of Incorporation: _____

This Proposal is hereby submitted by the above-named entity ("Proposer") to St. Lucie County, Florida 20-033 for Emergency Debris Removal Services ("RFP"), having examined the solicitation and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies; and to provide the service in accordance with the terms and specifications set forth in the RFP at the prices provided in this Proposal. The prices in this Proposal will remain firm for a period of up to 90 days in order to allow the County adequate time to evaluate the Proposal. These prices are to cover all expenses incurred in performing the work required under the awarded contract, of which this RFP and Proposal is a part.

Proposer accepts all of the terms and conditions of the RFP. Proposer understands that a background investigation may be conducted by the County prior to award. Proposer hereby agrees to commence work under contract on or before a date to be specified in a written "Notice to Proceed" of the County.

Proposer has examined and carefully studied the Solicitation Documents and the following addendum receipt of which is hereby acknowledged:

No. _____ Dated: _____ No. _____ Dated: _____

No. _____ Dated: _____ No. _____ Dated: _____

Proposer certifies that all information contained in this Proposal is truthful to the best of the undersigned's knowledge and belief. Undersigned certifies that it is duly authorized to submit this Proposal on behalf of the Proposer as its act and deed and that the Proposer is ready, willing, and able to perform if awarded the contract.

Authorized Signature (original, in ink): _____

Type or Printed Name: _____

Title: _____

FORM #2 NON-COLLUSION AFFIDAVIT

STATE OF _____;
COUNTY OF _____;

_____ being first duly sworn, deposes and says that:

1. The undersigned is the _____ (Owner, Partner, Officer, Representative or Agent) of _____ (PROPOSER).

2. PROPOSER is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Bid;

3. Such Proposal is genuine and is not a collusive or sham proposal;

4. Neither the said PROPOSER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other PROPOSER, firm, or person to submit a collusive or sham proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from responding to the RFP in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any PROPOSER, firm, or person to fix the price or prices in the attached Proposal or any other PROPOSER, or to fix any overhead, profit, or cost element of the pricing or the pricing of any other proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against COUNTY, or any person interested in the proposed Contract;

5. The price of items quoted in the attached Proposal are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the PROPOSER or any other of its agents, representatives, owners, employees or parties in interest.

By: _____

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #3 CORPORATE RESOLUTION

I, _____, Secretary of _____, a Corporation organized and existing under the laws of the State of _____, hereby certify that at a meeting of the Board of Directors of the Corporation duly called and held on _____, 20____ at which a quorum was present and acting throughout, the following resolutions were adopted and are now in full force effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation, a Proposal to and Agreement with St. Lucie County, Florida for the provision of Emergency Debris Removal Services.

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	TITLE	OFFICIAL SIGNATURE

IN WITNESS THEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this _____ day of _____, 20 _____

FORM #4 CONFIRMATION OF DRUG-FREE WORKPLACE

IDENTICAL TIE BIDS: Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quantity, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program (Florida Statutes Section 287.087 Florida Statutes). In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibitions.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employee that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contenders to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any State, for a violation occurring in the workplace no later than five (5) days after the conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____

Signature of Proposer's Authorized Representative

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

Any person submitting a quote, bid or proposal in response to this invitation must execute the enclosed form PUR. 7069, SWORN STATEMENT UNDER SECTION 287.133 (3)(A) FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES, including proper check(s), in the space(s) provided, and enclose it with his quote, bid or proposal. If you are submitting a quote, bid, or proposal on behalf of dealers or suppliers who will ship commodities and receive payment from the resulting contract, it is your responsibility to see that copy (s) of the form are executed by them and are included in your quote, bid or proposal. Corrections to the form will not be allowed after the quote, bid or proposal opening time and date. Failure to complete this form in every detail and submit it with your quote, bid or proposal may result in immediate disqualification of your bid or proposal.

The 1988 Florida Legislature passed Senate Bill 458 creating Sec. 287, 132-133, Florida Statutes, effective 7-1-89. Sec. 287.132 (3)(d), Florida Statutes requires the Florida Department of General Services to maintain and make available to other political entities a "convicted vendor" list consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. A public entity crime is described by Sec. 287.133, Florida Statute as a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or with an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

By law no public entity shall accept any bid from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, Florida Statute for category two (currently $10,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), Florida Statute.

The attached statement or affidavit will be the form to be utilized and must be properly signed in the presence of a notary public or other officer authorized to administer oaths and properly executed.

The inclusion of the sworn statement or affidavit shall be submitted concurrently with your bid documents. Non-inclusion of this document may necessitate rejection of your bid.

FORM #5 PUBLIC ENTITY CRIME AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133 (3) (A), FLORIDA STATUTES
ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

STATE OF _____;
COUNTY OF _____;

1. This sworn statement is submitted to St. Lucie County, Florida.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____.

3. My name is _____ and my relationship to the entity named above is _____.

4. I understand that a "public entity crime" as defined in Paragraph 287.133 (1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b) Florida Statutes means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and

agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133 (1)(e), FLORIDA STATUTES, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

8. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of any entity.

Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND, (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____

Signature

Sworn to and subscribed before me on this _____ day of _____, 20____ by _____who ☐ is personally known to me or who ☐ has presented the following type of identification: _____.

Signature of Notary Public, State of Florida	Notary seal (stamped in black ink) OR printed, typed or stamped name of Notary and Commission Number

FORM #6 HOLD HARMLESS AND INDEMNITY AGREEMENT

_____, agrees through signing of this document by an authorized party or agent that the Proposer shall indemnify and hold harmless the County and its officers; and employees, from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers and employees may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Proposer and persons employed or utilized by the Proposer in the performance of the awarded contract. The Proposer shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. The Proposer expressly understands and agrees that any insurance protection required by the awarded contract or otherwise provided by Proposer shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

_____

Signature of Proposer's Authorized Representative

_____

Date

FORM #7 CERTIFICATION REGARDING DEBARMENT & SUSPENSION

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the "prospective lower tier participant") is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

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

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AN VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

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

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

CONTRACTOR Company Name	Contract Number
Name	
Title	
Signature	Date

FORM #8 ANTI-LOBBYING CERTIFICATION

CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.
CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

_____
CONTRACTOR Name

_____
Signature of Contractor's Authorized Official

_____ _____
Name and Title of Contractor's Authorized Official Date

FORM #9 SCHEDULE 1 – HOURLY LABOR, EQUIPMENT, AND MATERIAL PRICE SCHEDULE

Equipment Type with Operator Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Air Curtain Burner, Self-contained System	350		
50' Bucket Truck	350		
Crash Truck w/impact Attenuator	140		
Dozer, Tracked, D3 or Equivalent	70		
Dozer, Tracked, D4 or Equivalent	140		
Dozer, Tracked, D5 or Equivalent	210		
Dozer, Tracked, D8 or Equivalent	210		
Dump Truck, 16 +/- CY	140		
Dump Truck, 20 +/- CY	210		
Dump Truck, 38 +/- CY	210		
Generator, 5.5 kW, List kW Capacity	140		
Generator, 200 kW, List kW Capacity	140		
Generator, 2,500 kW, List kW Capacity	210		
Light Plant with Fuel and Support	350		
Grader w/12" Blade (Min. 30,000 LB)	70		
Hydraulic Excavator, 1.5 CY	140		
Hydraulic Excavator, 2.5 CY	140		
Knuckleboom Loader	350		
Lowboy Trailer w/Tractor	140		
Mobile Crane up to 15 ton	140		
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	70		
Vac Truck (Mist Capacity), List capacity	210		

Pickup Truck, I ton	70		
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Skid-Steer Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	140		
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	140		
Tub Grinder, 800 to 1,000 HP	350		
Hydraulic Excavator, 1.5 CY (w/thumb)	140		
Hydraulic Excavator, 2.5 CY (w/thumb)	140		
Truck, Flatbed	70		
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	350		
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	350		
Wheel Loader, 3 CY, 152 HP	140		
Wheel Loader, 4.0 CY, 200 HP	140		
Wheel Loader, 1.5 CY, 95 HP	210		
Equipment with Operator Grand Total Extended Price:			
Others not listed in labor category – Please list below			

Labor Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Operations Manager w/cell phone and ½ ton pick-up truck	70		
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	140		

Tree Climber/Chainsaw and gear	350		
Laborer w/Chainsaw and gear	350		
Laborer w/small tools, traffic control or flag person	350		
Bonded and Certified Security Personnel	140		
Labor Category Grand Total Extended Price:			
Others not listed in labor category – Please list below			
Crew Category	Estimated Hours	Hourly Labor Rate	Total Extended Price
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	350		
Crew Category Grand Total Extended Price:			
Others not listed in crew category – Please list below			
GRAND TOTAL OF SCHEDULE 1 (Total extended price of all 3 Categories)			

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

References for each category of work are to RFP Scope of Services Items 2-7.2 through 2-7.16. If a vendor elects to "No Bid" individual service offerings, its proposal may be considered non-responsive to the County.

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	100,000			
16 to 30 Miles	125,000			
31 to 60 Miles	75,000			
Greater than 60 Miles	50,000			

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	15,000			
16 to 30 Miles	25,000			
31 to 60 Miles	25,000			
Greater than 60 Miles	15,000			

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			

31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	5,000			
16 to 30 Miles	10,000			
31 to 60 Miles	10,000			
Greater than 60 Miles	5,000			

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
	175,000			

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

FORM #9 SCHEDULE 2 – UNIT RATE PRICE SCHEDULE

Mileage	Estimated Quantity	$ Per Cubic Yard	Total	$ Per Ton (Alternate)
0 to 15 Miles	6,100			
16 to 30 Miles	9,100			
31 to 60 Miles	15,000			
Greater than 60 Miles	30,000			
2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals				
Diameter	Estimated Quantity	$ Per Tree	Total	
6 inch to 12.99 inch diameter	1,500			
13 inch to 24.99 inch diameter	1,000			
25 inch to 36.99 inch diameter	750			
37 inch to 48.99 inch diameter	300			
49 inch to larger diameter	100			
Hanger Removal (per Tree)	3,000			
2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.				
Diameter	Estimated Quantity	$ Per Stump	Total	
24.1 inch to 36.99 inch diameter	500			
37 inch to 48.99 inch diameter	250			
49 inch and larger diameter				

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Estimated Quantity	$ Per Unit	Total	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	250			
Washers, dryers, stoves, ovens and hot water heaters	500			

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.

	Estimated Quantity	$ Per Pound	Total	
	10,000			

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.

	Estimated Quantity	$ Per Unit	Total	
	250			

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.

Type of Vehicle	Estimated Quantity	$ Per Unit	Total	
Passenger Car	50			
Single Axle	25			

Double Axle	25			
2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Estimated Quantity	$ Per Unit	Total	
Vessels less than 20 linear feet	75			
Vessels 21 linear feet or greater	50			
2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Estimated Quantity	$ Per Pound	Total	
	10,000			
GRAND TOTAL OF SCHEDULE 2				

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT

ADDENDUM No. 1

RFP No. 21-037
Emergency Debris Removal

April 7, 2021

To: All Prospective Bidders:

The following changes, additions, clarifications, and deletions amend the Bid Documents of the above captioned Project, and shall become an integral part of the Contract Documents. Please note the contents herein and affix same to the documents you have on hand. Indicate on the Bid Form that this Addendum has been received.

Attachment:

Questions/Answers

Please sign and return by e-mail to ciminod@stlucieco.org or fax to (772) 462-1704.

Name of Firm: _____

Signature: _____

Date: _____

1. Does the County still have a disaster debris monitoring firm under contract, or is that contract being re-procured as well?
   Answer: The County has newly procured contracts with the following: True North Emergency Mgmt., Thompson Consulting and Tetra Tech.

2. Are you able to provide the names and titles of the evaluation committee members?
   Answer: No

3. Are you able to provide the date, time, and location when the evaluation committee meeting will evaluate proposals?
   Answer: No

4. Where will the intent to award be made, and how will it be communicated to proposers?
   Answer: Notice of Intent are posted on DemandStar.com

5. Does St. Lucie County own any self-loading grapple trucks? If the answer to the previous question is "yes," how many?
   Answer: No

6. How many miles of County maintained roadway is within the County?
   Answer: 540 miles of roadway

7. Does the County have memorandums of understanding or mutual aid agreements in place with other incorporated municipalities within the County that would allow the use of this contract to be utilized by those entities to perform disaster debris management services?
   Answer: No

8. Does the County intend to allow for some of the incorporated municipalities within the County to utilize this contract, and if so, which ones?
   Answer: It is unknown at this time.

9. On page 55 of 76 of the RFP document, the proposed rates will be evaluated on the unit rates submitted for the individual items listed. Does this mean that you will evaluate each line item's cost separately, and thus, will not simply be adding up the line items to come up with a "bid price"?
   Answer: Line items will be evaluated at an overall cost comparison.

10. Does the County plan to evaluate the hourly line items pricing equally with the unit line items pricing, or will they be evaluated and scored separately?
    Answer: They will not be evaluated and scored separately.

11. Line item 2-7.10 of the pricing schedule does not list an estimated quantity for trees that are 49 inches and larger in diameter. Are we to surmise that "0" should be the estimated quantity for this line item?
    Answer: One should be the estimated quantity.

12. Are you able to provide the location(s) of any approved DMS location(s) for the upcoming hurricane season?
    Answer: No

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2021

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

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

PRODUCER CSDZ, LLC 225 South Sixth Street, Suite 1900 Minneapolis MN 55402	CONTACT NAME: Sarah Edwards PHONE (A/C, No, Ext): 612-349-2407 FAX (A/C, No): E-MAIL ADDRESS: sedwards@csdz.com
INSURED CERENVPC Ceres Environmental Services, Inc. 3825 85th Ave N Brooklyn Park MN 55443	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Zurich American Insurance Company — 16535 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 551219357 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			GLO183855302	9/1/2021	9/1/2022	EACH OCCURRENCE	$ 2,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X XCU						MED EXP (Any one person)	$ 10,000
	X Contr Liab						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	[ ] OTHER:							$
A	AUTOMOBILE LIABILITY			BAP184004602	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
							Hired Auto Phy Damage	$ 50,000
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC18355402	9/1/2021	9/1/2022	X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: St. Lucie County RFPO No. 16-060 Emergency Debris Removal

Additional Insured only if required by written contract with respect to General Liability, Automobile Liability and Umbrella/Excess Liability applies on a primary basis and the Insurance of the Additional Insured shall be Non-Contributory: Certificate Holder, Project Owner and Others as required by written contract.

Waiver of Subrogation only if required by written contract with respect to General Liability, Automobile Liability, Workers Compensation and Umbrella/Excess Liability applies in favor of: Certificate Holder, Project Owner and Others as required by written contract.

See Attached...

CERTIFICATE HOLDER

St. Lucie County
2300 Virginia Avenue
Ft Pierce FL 34982

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rob Dahlin

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St. Lucie County
First Amendment

DocuSign Envelope ID: 82D7AE03-8C89-437A-8100-B28EDFE476E3

C22-02-156

FIRST AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND CERES ENVIRONMENTAL SERVICES, INC.

THIS FIRST AMENDMENT, is made and entered into this 25 day of January, 2023, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CERES ENVIRONMENTAL SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, the parties desire to amend the Agreement to exercise the first one-year renewal option.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of two (2) years beginning on **February 15, 2022** and continuing through and including **February 14, 2024**. Upon mutual written agreement, this Contract may be extended for two (2) additional one-year renewal terms pursuant to the same terms and conditions.

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

   Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

DocuSign Envelope ID: 82D7AE03-8C89-437A-8100-B28EDFE476E3

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
Interim **COUNTY ADMINISTRATOR**

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

CERES ENVIRONMENTAL SERVICES, INC.

BY: Tia Laurie 1/24/2023

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

St. Lucie County
Second Amendment

DocuSign Envelope ID: AE0F8C5C-BAD3-4F8D-BDA8-3DF0C84F1289

C22-02-156

SECOND AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND
CERES ENVIRONMENTAL SERVICES, INC.

THIS SECOND AMENDMENT, is made and entered into this 14 day of May, 2024, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CERES ENVIRONMENTAL SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 25, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, the parties desire to further amend the Contract to exercise the second one-year renewal option and update the pricing.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

6. **TERM/TIME OF PERFORMANCE**

Term: The term of this contract shall be for a period of three (3) years beginning on **February 15, 2022** and continuing through and including **February 14, 2025**. Upon mutual written agreement, this Contract may be extended for one (1) additional one-year renewal period pursuant to the same terms and conditions.

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

Time of Completion: The services shall commence upon the written notice to proceed from the County Project Manager or his designee, and the project shall be completed in accordance with the individual project schedule.

2. Paragraph 8. CONTRACT PAYMENT shall be amended to include the following:

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Effective February 15, 2023, the County shall pay the Contractor for the performance of this Contract and completion of the project in accordance with the Contract Documents: Pursuant to the Exhibit "A" Revised Hourly Labor, Equipment and Materials Price Schedule attached.

3. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

CERES ENVIRONMENTAL SERVICES, INC.

BY: Tia Laurie

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

5/13/2024

DocuSign Envelope ID: AE0F8C5C-BAD3-4F8D-BDA8-3DF0C84F1289

Exhibit "A" Updated Pricing Schedule

Contractor's Name: CERES ENVIRONMENTAL SERVICES, INC.

Equipment Type with Operator Category	Previous Houly Labor Rate	Proposed Hourly Labor Rate	Increase Percentage
Air Curtain Burner, Self-contained System	$124.00	$130.20	5%
50' Bucket Truck	$159.00	$166.95	5%
Crash Truck w/impact Attenuator	$102.70	$107.84	5%
Dozer, Tracked, D3 or Equivalent	$105.00	$110.25	5%
Dozer, Tracked, D4 or Equivalent	$120.00	$126.00	5%
Dozer, Tracked, D5 or Equivalent	$130.00	$136.50	5%
Dozer, Tracked, D8 or Equivalent	$180.00	$189.00	5%
Dump Truck, 16 +/- CY	$95.00	$99.75	5%
Dump Truck, 20 +/- CY	$105.00	$110.25	5%
Dump Truck, 38 +/- CY	$115.00	$120.75	5%
Generator, 5.5 kW, List kW Capacity	$37.66	$39.53	5%
Generator, 200 kW, List kW Capacity	$301.30	$316.37	5%
Generator, 2,500 kW, List kW Capacity	$1,029.88	$1,081.37	5%
Light Plant with Fuel and Support	$22.01	$23.11	5%
Grader w/12" Blade (Min. 30,000 LB)	$186.68	$196.01	5%
Hydraulic Excavator, 1.5 CY	$145.00	$152.25	5%
Hydraulic Excavator, 2.5 CY	$195.00	$204.75	5%
Knuckleboom Loader	$161.39	$169.46	5%
Lowboy Trailer w/Tractor	$125.00	$131.25	5%
Mobile Crane up to 15 ton	$183.40	$192.57	5%
Pump, 95 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	$36.68	$38.51	5%
Pump, 200 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	$84.00	$88.20	5%
Pump, 650 HP (minimum 25' intake & 200' discharge to include fuel and support personnel)	$95.37	$100.14	5%
Vac Truck (Mist Capacity), List capacity	$227.42	$238.79	5%
Pickup Truck, I ton	$18.00	$18.90	5%
Skid-Steer Loader, 1,500 LB operating capacity (w/utility grapple)	$79.00	$82.95	5%
Skid-Steer Loader, 2,500 LB operating capacity	$82.00	$86.10	5%

Exhibit "A" Updated Pricing Schedule

Contractor's Name: _____

(w/utility grapple)			
Compact Track Loader, 1,500 LB operating capacity (w/utility grapple)	$79.00	$82.95	5%
Compact Track Loader, 2,500 LB operating capacity (w/utility grapple)	$82.00	$86.10	5%
Tub Grinder, 800 to 1,000 HP	$476.84	$500.68	5%
Hydraulic Excavator, 1.5 CY (w/thumb)	$165.00	$173.25	5%
Hydraulic Excavator, 2.5 CY (w/thumb)	$215.00	$225.75	5%
Truck, Flatbed	$65.00	$68.25	5%
Articulated, Telescoping Scissor Lift for Tower, 15 HP/37 ft. Lift	$22.01	$23.11	5%
Water Truck, 2,500 gal (Non-potable, dust control and pavement maintenance)	$92.00	$96.60	5%
Wheel Loader, 3 CY, 152 HP	$110.00	$115.50	5%
Wheel Loader, 4.0 CY, 200 HP	$125.00	$131.25	5%
Wheel Loader, 1.5 CY, 95 HP	$100.00	$105.00	5%
Labor Category	**Previous Houly Labor Rate**	**Proposed Hourly Labor Rate**	**Increase Percentage**
Operations Manager w/cell phone and ½ ton pick-up truck	$87.72	$92.11	5%
Crew Foreman w/cell phone and one ton equipment truck w/small tools and miscellaneous supplies in support of crew	$59.42	$62.39	Type text here 5%
Tree Climber/Chainsaw and gear	$70.00	$73.50	5%
Laborer w/Chainsaw and gear	$48.44	$50.86	5%
Laborer w/small tools, traffic control or flag person	$42.00	$44.10	5%
Bonded and Certified Security Personnel	$46.00	$48.30	5%
Crew Category	**Previous Houly Labor Rate**	**Proposed Hourly Labor Rate**	**Increase Percentage**
Wheel Loader, 2.5 CY, 950 or Similar w/operator, Foreman with support vehicle and small equipment, Laborer w/chain saw and 2 laborers w/small tools	$298.00	$312.90	5%

2.7-2. Vegetative Debris Removal -- Work consists of the collection and transportation of eligible vegetative debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$7.95	$8.35	$91.43	$96.00
16 to 30 Miles	$8.05	$8.45	$92.58	$$97.21
31 to 60 Miles	$8.15	$8.56	$93.73	$98.42
Greater than 60 Miles	$8.25	$8.66	$94.88	$99.62

2-7.3. C&D Debris Removal – Work consists of the collection and transportation of eligible C&D on the ROW or public property to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$7.95	$8.35	$67.58	$70.96
16 to 30 Miles	$8.25	$8.66	$70.13	$73.64
31 to 60 Miles	$8.45	$8.87	$71.83	$75.42
Greater than 60 Miles	$8.65	$9.08	$73.53	$77.21

2-7.4. Demolition, Removal, Transport & Disposal of Non-RACM Structures – Work consists of the decommissioning, demolition and disposal of eligible Non-RACM structures on public or private property and hauling the resulting debris to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$13.95	$14.65	$90.68	$95.21
16 to 30 Miles	$14.75	$15.49	$95.88	$100.67
31 to 60 Miles	$15.50	$16.28	$100.75	$105.79
Greater than 60 Miles	$15.95	$16.75	$103.68	$108.86

2-7.5. Demolition, Removal, Transport & Disposal of RACM Structures – Work consists of the decommissioning, demolition and disposal of RACM structures on public or private property and hauling the resulting debris to a County approved final

disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$18.05	$18.95	$117.33	$123.20
16 to 30 Miles	$18.75	$19.69	$121.88	$127.97
31 to 60 Miles	$19.55	$20.53	$127.08	$133.43
Greater than 60 Miles	$19.95	$20.95	129.68	$136.16

2-7.6. DMS Operation and Reduction Through Grinding – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through grinding. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	$3.65	$3.83	$49.98	$52.48

2-7.7. DMS Management & Reduction by Air Curtain Incineration – Work consists of managing and operating DMS for acceptance and reduction of eligible vegetative disaster related debris through air curtain incinerators. The costs associated with acquiring, preparing, leasing, renting, operating and remediating land used as DMS as reflected in this RFP.

	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
	$3.15	$3.31	$46.98	$49.33

2-7.8. Haul-out of Reduced Debris to a County Approved Final Disposal Site – Work consists of loading and transporting reduced eligible disaster related debris at a County approved DMS to a County approved final disposal site.

Mileage	Previous Per Cubic Yard	Proposed Per Cubic Yard	Previous Per Ton (Alternate)	Proposed Per Ton (Alternate)
0 to 15 Miles	$3.55	$3.73	$17.75	$18.64
16 to 30 Miles	$4.20	$4.41	$21.00	$22.05
31 to 60 Miles	$4.45	$4.67	$22.25	$23.36
Greater than 60 Miles	$5.95	$6.25	$29.75	$31.24

2-7.9. Removal of Hazardous Trees and Hangers – Work consists of removing eligible hazardous trees or limbs and placing

them on the safest possible location on the County ROW for collection under the terms and conditions of Scope of Services Item 2, Vegetative Debris Removals

Diameter	Previous Per Tree	Proposed Per Tree	Percentage Increase	
6 inch to 12.99 inch diameter	$25.00	$26.25	5%	
13 inch to 24.99 inch diameter	$60.00	$63.00	5%	
25 inch to 36.99 inch diameter	$110.00	$115.50	5%	
37 inch to 48.99 inch diameter	$190.00	$199.50	5%	
49 inch to larger diameter	$400.00	$420.00	5%	
Hanger Removal (per Tree)	$98.00	$102.90	5%	

2-7.10. Removal of Hazardous Stumps – Work consists of removing eligible hazardous stumps and transporting resulting debris from the ROW to a County Approved DMS. Rate includes removal, backfill of stump hole, reduction and final disposal.

Diameter	Previous Per Stump	Proposed Per Stump	Percentage Increase	
24.1 inch to 36.99 inch diameter	$200.00	$210.00	5%	
37 inch to 48.99 inch diameter	$325.00	$341.25	5%	
49 inch and larger diameter	$695.00	$729.75	5%	

2-7.12. ROW White Goods Debris Removal – Work consists of the removal of eligible white goods from the ROW to a County approved DMS site or County approved facility for recycling. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of eligible white goods from the County approved DMS to a County approved facility for recycling.

Type of Debris	Previous Per Unit	Proposed Per Unit	Percentage Increase	
A/C Units, refrigerators and freezers requiring refrigerant recovery and decontamination	$79.00	$82.95	5%	
Washers, dryers, stoves, ovens and hot water heaters	$49.00	$51.45	5%	

2-7.13. Household Hazardous Waste Removal, Transport and Disposal – Work consists of the collection, transportation and

disposal of household hazardous waste from the ROW to a County approved permitted hazardous waste facility or MSW type I landfill.				
	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	$2.98	$3.13	5%	

2-7.14. E-Waste Removal – Work consists of the recovery and disposal of televisions, computers, computer monitors, and microwaves unless otherwise specified in writing by the County.				
	Previous Per Unit	Proposed Per Unit	Percentage Increase	
	$59.00	$61.95	5%	

2-7.15. Abandoned Vehicle Removal – Work consists of the removal and transport of eligible abandoned vehicles.				
Type of Vehicle	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Passenger Car	$225.00	$236.25	5%	
Single Axle	$225.00	$236.25	5%	
Double Axle	$275.00	$288.75	5%	

2-7.15. Abandoned Vessel Removal – Works consists of the removal and transport of eligible abandoned vessels.				
Length of Vessel	Previous Per Unit	Proposed Per Unit	Percentage Increase	
Vessels less than 20 linear feet	$125.00	$131.25	5%	
Vessels 21 linear feet or greater	$998.00	$1,047.90	5%	

2-7.16. Dead Animal Carcasses – Work consists of the recovery and disposal of dead animal carcasses.				
	Previous Per Pound	Proposed Per Pound	Percentage Increase	
	$0.95	$1.00	5%	

St. Lucie County
Third Amendment

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C22-02-156

THIRD AMENDMENT TO FEBRUARY 15, 2022 CONTRACT
BETWEEN ST. LUCIE COUNTY AND CERES ENVIRONMENTAL SERVICES, INC.

THIS THIRD AMENDMENT, is made and entered into this 5 day of March, 2025, by and between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, (the "County") and **CERES ENVIRONMENTAL SERVICES, INC.,** or his, its or their successors, executors, administrators, and assigns (the "Contractor").

WHEREAS, on February 15, 2022, the parties entered into a Contract to provide for Emergency Debris Removal; and,

WHEREAS, on January 25, 2023, the parties executed the first amendment to the Contract to exercise the first one-year renewal option.

WHEREAS, on May 14, 2024, the parties executed the second amendment to the Contract to exercise the second one-year renewal option and update the pricing; and,

WHEREAS, the parties desire to further amend the Contract to exercise the third one-year renewal option, update the Debris Management Sites (DMS), and clarify the mileage categories.

NOW, THEREFORE, in consideration of the mutual promise contained herein, the parties agree to amend the Contract as follows:

1. Paragraph 6. TERM/TIME OF PERFORMANCE shall be amended to read as follows:

   6. **TERM/TIME OF PERFORMANCE**

   Term: The term of this contract shall be for a period of four (4) years beginning on **February 15, 2022** and continuing through and including **February 14, 2026**.

2. Section 2-7.20 Debris Management Sites (DMS) shall be amended to include the following:

   2-7.20 DEBRIS MANAGEMENT SITES (DMS)

   The County shall provide predetermined locations to support the event in which the contract is activated. The County shall provide the vendor with an updated list of those locations annually. Depending on the incident in which the contract is activated the County may provide the Vendor with a minimum of 2 DMS locations.

   The Current Debris Management Sites are as follows:

Florida Department of Environmental Protection (FDEP) **FDEP Site Name & FDEP WACS #**	**Approximate Acres**	**Permitted Waste Type(s)**	**GPS Entrance Location & Address/Description**
Central County - Midway Site	~ 11 acres	**Yard Trash, C&D, Mixed**	27°22'29.0"N 80°24'11.6"W
WACS# 108672			8000 W. Midway Road
Aka. "Midway" or "Former Tropicana"			
Airport West Commerce Park	~ 17 acres	**Yard Trash, C&D, Mixed**	27°29'54.1"N 80°23'54.6"W
WACS# 104969	Depending on rainfall, 20 additional acres		3590 N. Kings Hwy.
Aka. "Kings Highway"	might be usable south of entrance road.		
SLC HD Staging Site	~ 20 usable acres	**Yard Trash, C&D, Mixed**	27°31'14.6"N 80°22'19.6"W
WACS# 99866			(West of US Hwy. 1, east of
Aka. "Indrio Road"			of Kings Hwy.)
Indian River Estates-Yard Waste	~ 1 acre, up to 4 acres	**Yard Trash ONLY**	27°21'07.5"N 80°19'32.5"W
WACS# 106183	if site is cleared of		Entrance is a 30' wide easement on
Aka. "Indian River Estates"	all trees and concrete		US Hwy. 1, just South of Easy Street
St. Lucie County Fairgrounds Staging Area	~ 9 acres (potentially)	**Yard Trash, C&D, Mixed**	27°21'55.4"N 80°29'20.7"W
WACS# 106183	The area was used in 2005.		Enter from Peacock Road
Aka. "Fairgrounds"			

3. Schedule 2 – Unit Rate Price schedule shall be amended to include the following clarification:

Work consists of the collection and transportation of (i)eligible vegetative debris; (ii) C&D; (iii) Non-RACM Structures; (iv) RACM Structures; and (v) reduced eligible disaster related debris on the ROW or public property to a County approved debris management site (DMS) or County approved final disposal site.

Mileages Categories shall be as follows:

A. 0 to 15.9 Miles
B. 16 to 30.9 Miles
C. 31 to 60.9 Miles
D. 70 Miles or Greater

4. Except as amended herein, all other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Amendment upon the terms and conditions above stated.

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
COUNTY ADMINISTRATOR

APPROVED AS TO FORM AND CORRECTNESS:

_____
COUNTY ATTORNEY

Docusign Envelope ID: 7D1C080E-807C-496E-B5B9-D25637C298E7

CERES ENVIRONMENTAL SERVICES, INC.

BY: Tia Laurie

PRINT NAME: Tia Laurie

TITLE: Corporate Secretary

3/3/2025

DECLARATION UNDER PENALTY OF PERJURY

When a contract is executed, renewed, or extended between a nongovernmental entity and a governmental entity, the nongovernmental entity must complete this Declaration, pursuant to Florida Statute §787.06 (13).

I, TIA LAURIE (name), an officer or authorized representative for CERES ENVIRONMENTAL SERVICES, INC. (business name), a nongovernmental entity, declare that CERES ENVIRONMENTAL SERVICES, INC. (business name) does not use coercion for labor or services as defined in Florida Statute §787.06.

I declare under penalties of perjury that the foregoing statements are true and correct.

Signature

TIA LAURIE, CORPORATE SECRETARY

Print Name and Title

Date FEBRUARY 28, 2025

STATE OF FLORIDA

COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization on this 28TH DAY OF FEBRUARY, 2025 by TIA LAURIE, who is [X] personally known to me or [ ] has produced _____ as identification.

TRACEY ANN MANCINI
Notary Public - State of Florida
Commission # HH 415027
My Comm. Expires Jul 29, 2027
Bonded through National Notary Assn.

Signature of Notary Public

TRACEY A. MANCINI