

Contract # 7753

Board App 4-18-17

**AGREEMENT FOR
Disaster Recovery Services for Lee County**

THIS AGREEMENT ("Agreement") is made and entered into as of the date of execution by both parties, by and between Lee County, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Crowder-Gulf Joint Venture, Inc., a Florida corporation, whose address is 5435 Business Parkway, Theodore, AL 36582, and whose Federal tax identification number is 01-0626019, hereinafter referred to as "Vendor".

WITNESSETH

WHEREAS, the County intends to purchase Disaster Recovery Services from the Vendor in connection with "RFP160257LAC, Disaster Recovery Services for Lee County" (the "Purchase"); and,

WHEREAS, the County issued a solicitation, Request for Proposals No. RFP160257LAC on November 4, 2016; and,

WHEREAS, the County evaluated the responses received and found the Vendor qualified to provide the necessary services; and,

WHEREAS, the County posted a Notice of Intended Decision on January 18, 2017; and,

WHEREAS, the County selected the Vendor to be the primary vendor for the services, to be used so long as the Vendor is able to perform the required services. Should the Vendor be unable to perform the required services, or if the size and scope of any particular project or projects are too large for the Vendor to complete the work within the County's specifications, the County may utilize the services of the secondary vendor awarded under RFP160257LAC; and

WHEREAS, the Vendor has reviewed the products and services to be supplied pursuant to this Agreement and is qualified, willing and able to provide all such products and services in accordance with its terms.

NOW, THEREFORE, the County and the Vendor, in consideration of the mutual covenants contained herein, do agree as follows:

I. PRODUCTS AND SERVICES

The Vendor agrees to diligently provide all products and services for the Purchase, a more specific description of the Project Scope of Services is set forth in the Detailed Specifications, Technical Specifications, and Supplementary Conditions sections of RFP160257LAC, a copy of said sections being attached hereto and incorporated by reference as Exhibit A. Vendor

shall comply strictly with all of the terms and conditions of RFP160257LAC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.

II. TERM AND DELIVERY

- A. This Agreement shall commence immediately upon execution by both the County and the Vendor, and shall continue on an "as needed basis" for a three (3) year period. The County reserves the right to renew this Agreement for up to three (3) additional one (1) year periods, upon mutual written agreement of both parties.
- B. A Purchase Order must be issued by the County before commencement of any work or purchase of any goods related to this Agreement.

III. COMPENSATION AND PAYMENT

- A. The County shall pay the Vendor in accordance with the terms and conditions of this Agreement for providing all products and services as set forth in Exhibit A, and further described in Exhibit B, Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all products and services as outlined in this Agreement, and as supported by the Vendor's submittal in response to RFP160257LAC, a copy of which is on file with the County's Department of Procurement Management and is deemed incorporated into this Agreement.
- B. Notwithstanding the preceding, Vendor shall not make any deliveries or perform any work under this Agreement until receipt of a purchase order from the County. Vendor acknowledges and agrees that no minimum order or amount of product or work is guaranteed under this Agreement and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce, or cancel the purchase order in its sole discretion.
- C. All funds for payment by the County under this Agreement are subject to the availability of an annual appropriation for this purpose by the County. In the event of nonappropriation of funds by the County for the services provided under this Agreement, the County will terminate the contract, without termination charge or other liability, on the last day of the then current fiscal year or when the appropriation made for the then-current year for the services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the Vendor on thirty days' prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

IV. METHOD OF PAYMENT

- A. The County shall pay the Vendor in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Vendor's invoice and written approval of same by the County indicating that the products and services have been provided in conformity with this Agreement.
- B. The Vendor shall submit an invoice for payment to the address indicated on the purchase order on a monthly basis for those specific products and services as described in Exhibit A (and the corresponding fees as described in Exhibit B) that were provided during that invoicing period.
- C. For partial shipments or deliveries, progress payments shall be paid monthly in proportion to the percentage of products and services delivered on those specific line items as approved in writing by the County.

V. ADDITIONAL PURCHASES

- A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Vendor and the County.
- B. If the County requires the Vendor to perform additional services or provide additional product(s) related to this Agreement, then the Vendor shall be entitled to additional compensation based on the Fee Schedule as amended to the extent necessary to accommodate such additional work or product(s). The additional compensation shall be agreed upon before commencement of any additional services or provision of additional product(s) and shall be incorporated into this Agreement by written amendment. The County shall not pay for any additional service, work performed or product provided before a written amendment to this Agreement.

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Vendor, the Vendor shall not be entitled to additional compensation.

VI. LIABILITY OF VENDOR

- A. The Vendor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Vendor arising out of or in any way connected with the Vendor or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. VENDOR'S INSURANCE

- A. Vendor shall procure and maintain insurance as specified in Exhibit C Insurance Requirements, attached hereto and made a part of this Agreement.
- B. Vendor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Agreement, insurance coverage (including endorsements) and limits as described in Exhibit C. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Vendor under this Agreement. Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of B+ Class VII or better. No changes are to be made to these specifications without prior written specific approval by County Risk Management.

VIII. RESPONSIBILITIES OF THE VENDOR

- A. The Vendor shall be responsible for the quality and functionality of all products supplied and services performed by or at the behest of the Vendor under this Agreement. The Vendor shall, without additional compensation, correct any errors or deficiencies in its products, or if directed by County, supply a comparable replacement product or service.
- B. The Vendor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Vendor), to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Vendor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.
- C. The Vendor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- D. Vendor specifically acknowledges its obligations to comply with §119.0701, F.S., with regard to public records, and shall:
 - 1) keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;

- 2) upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 Florida Statutes or as otherwise provided by law;
- 3) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 4) meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.

- E. The Vendor is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. Vendor is not an employee, agent or servant of the County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Vendor's sole direction, supervision and control. The Vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Vendor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Vendor shall be solely responsible for providing benefits and insurance to its employees.

IX. OWNERSHIP OF PRODUCTS

It is understood and agreed that all products provided under this Agreement shall become the property of the County upon acceptance by the County.

X. TIMELY DELIVERY OF PRODUCTS AND PERFORMANCE OF SERVICES

- A. The Vendor shall ensure that all of its staff, contractors and suppliers involved in the production or delivery of the products are fully qualified and capable to perform their assigned tasks.
- B. The personnel assigned by the Vendor to perform the services pursuant to this Agreement shall comply with the terms set forth in this Agreement. Any change or substitution to the Vendor's key personnel must receive the County's written approval before said changes or substitution can become effective. The vendor has assigned the following personnel to this contract/project: John Ramsay, Raymond "Buddy" Young, Ashley Ramsay-Naile, Margaret R. Wright, John Campbell, Gary Jones, Brian Smallwood, Eric Hall, Reid Loper, Nick Pratt, Barrett Holmes, Leigh Anne Ryals, Jeff Zemlik, Charlie Hunter, John Wilson, Amber Ramsay, and Gina Walley.
- C. The Vendor specifically agrees that all products shall be delivered within the time limits as set forth in this Agreement, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

XI. COMPLIANCE WITH APPLICABLE LAW

This Agreement shall be governed by the laws of the State of Florida. Vendor shall promptly comply with all applicable federal, state, county and municipal laws, ordinances, regulations, and rules relating to the services to be performed hereunder and in effect at the time of performance. Vendor shall conduct no activity or provide any service that is unlawful or offensive.

XII. TERMINATION

- A. The County shall have the right at any time upon fifteen (15) days' written notice to the Vendor to terminate this Agreement in whole or in part for any reason whatsoever. In the event of such termination, the County shall be responsible to Vendor only for fees and compensation earned by the Vendor, in accordance with Section III, prior to the effective date of said termination. In no event shall the County be responsible for lost profits of Vendor or any other elements of breach of contract.
- B. After receipt of a notice of termination, except as otherwise directed, the Vendor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or sub-contracts for materials, services, or facilities except as necessary for

completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

- C. The County's rights under this Agreement shall survive the termination or expiration of this Agreement and are not waived by final payment or acceptance and are in addition to the Vendor's obligations under this Agreement.

XIII. DISPUTE RESOLUTION

- A. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Lee County, Florida, with the parties sharing equally in the cost of such mediation.
- B. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- C. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Lee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- D. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- E. Unless otherwise agreed in writing, the Vendor shall be required to continue all obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIV. STOP WORK ORDER

The County may, at any time, by written order to the Vendor, require the Vendor to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Vendor. Upon receipt of such an order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Vendor shall not resume work unless specifically so directed in writing by the County. The County may take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Agreement in accordance with provisions contained in Section XI.

In the event the County does not direct the Vendor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Vendor to resume work within ninety (90) days, the Vendor may terminate this Agreement.

XV. VENDOR WARRANTY

- A. All products provided under this Agreement shall be new (unless specifically identified otherwise in Exhibit A) and of the most suitable grade for the purpose intended.
- B. If any product delivered does not meet performance representations or other quality assurance representations as published by manufacturers, producers or distributors of the products or the specifications listed in this Agreement, the Vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damage. In such case, the Vendor shall refund to the County any money which has been paid for same.

XVI. MISCELLANEOUS

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written, with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.
- B. The Vendor shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Vendor from the County under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

- C. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.
- D. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.
- E. Neither the County's review, approval or acceptance of, nor payment for, the products and services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.
- F. If the Vendor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- G. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

| | | | |
|--------------------------|---|---------------------------|---|
| Vendor's Representative: | | County's Representatives: | |
| Name: | <u>John Ramsay</u> | Names: | <u>Roger Desjarlais Mary Tucker</u> |
| Title: | <u>President & CEO</u> | Titles: | <u>County Manager Director of Procurement Management</u> |
| Address: | <u>5435 Business Parkway Theodore, AL 36582</u> | Address: | <u>P.O. Box 398 Fort Myers, FL 33902</u> |
| Telephone: | <u>800-992-6207</u> | Telephone: | <u>239-533-2221 239-533-8881</u> |
| Facsimile: | <u>251-459-7433</u> | Facsimile: | <u>239-485-2262 239-485-8383</u> |
| E-mail: | <u>jramsay@crowdergulf.com</u> | E-Mail: | <u>rdesjarlais@leegov.com mtucker@leegov.com</u> |

- H. Any change in the County's or the Vendor's Representative will be promptly communicated by the party making the change.
- I. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- J. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 1. Agreement
 2. County's Purchase Order
 3. RFP160257LAC
 4. Vendor's Submittal in Response to RFP160257LAC

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date last below written.

WITNESS:

Crowder-Gulf Joint Venture, Inc.

Signed By: Mary Challeil Turner

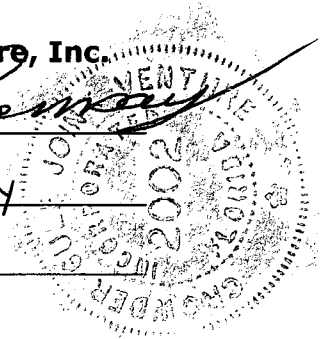
Signed By: John Ramsay

Print Name: Mary Challeil Turner

Print Name: John Ramsay

Title: President

Date: Feb. 24, 2017



LEE COUNTY

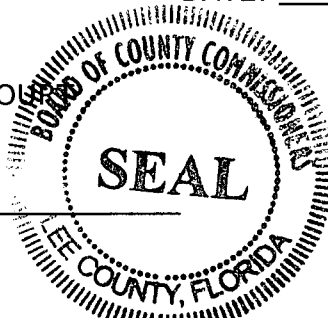
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: John Mariniq
CHAIR

DATE: 5/11/17

ATTEST:
CLERK OF THE CIRCUIT COURT
Linda Doggett, Clerk

BY: Theresa King
DEPUTY CLERK



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

BY: Whley S. Fox
OFFICE OF THE COUNTY ATTORNEY

EXHIBIT A
SCOPE OF SERVICES

The Vendor shall provide all products and services set forth in the Detailed Specifications, Technical Specifications, and Supplementary Conditions sections of RFP160257LAC, attached hereto as Attachment 1 to Exhibit A. Work will be authorized by the County on an as-needed basis at the sole discretion of the County.

**EXHIBIT B
FEE SCHEDULE**

The County shall pay the Vendor for actual work performed under this Agreement at the labor rates provided below. Rates are fully burdened and include, but are not limited to, overtime, all taxes, benefits, handling charges, over head, profits, per diem, and fuel costs. Labor rates include all equipment, tools, and supplies necessary for the employee to perform the tasks assigned. Labor rates include all costs associated with the use, care, and data management of the Vendor.

| SCHEDULE OF VALUES | | | |
|--|--|-------------|-------------------|
| RFP160257LAC, Disaster Recovery Services for Lee County | | | |
| Section A | | | |
| Core Services, Stumps, Hazardous Limbs, & Tree Removal | | | |
| Proposer Name: CrowderGulf Joint Venture, Inc. | | | |
| Contact Person: John Ramsay, President & CEO | | | |
| Example Quantities and Extended pricing will be utilized for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the RFP. | | | |
| Proposer is required to complete all fields shaded in green and calculate price extension based upon estimated Qty. | | | |
| Item No. | Description of Service | Unit | Unit Price |
| Core Services: Debris Removal, Management, & Site Services | | | |
| 1 | Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS) | CY | \$7.50 |
| 2 | Debris Removal from Debris management Sites (DMS) and Hauling to Final Disposal Site (NOTE 1 & 2) **NOTE | CY | \$4.20 |
| 3 | Debris Removal from Public Property (Right-of-Way) and Hauling directly to Final Disposal Site (NOTE 1 & 2) **NOTE | CY | \$9.00 |
| 4 | Cost per mile for alternate disposal sites outside of Lee County. (Note 1 & 2) | Cost /Mile | \$0.05 |
| 5 | Management of Debris Management Sites (DMS) (Note 4&5) | CY | \$1.15 |
| 6 | Processing (Grinding/Chipping) of Debris at DMS or Final Disposal Site | CY | \$2.50 |
| 7 | Processing (Burning) of Debris at DMS or Final Disposal Site | CY | \$1.80 |
| 8 | Pick Up and Haul of White Goods to Disposal Site within County (NOTE 1) | UNIT | \$40.00 |
| 9 | Pick Up and Disposal of Hazardous Material | LB | \$5.00 |
| 10 | Freon Management and Recycling Note: 7 | UNIT | \$32.00 |
| 11 | Non Domestic Dead Animal Collection and Transportation to final disposal. | EACH | \$40.00 |

**EXHIBIT B
FEE SCHEDULE**

| Item No. | Description of Service | Unit | Unit Price |
|---|---|-------------|-------------------|
| Stump Extractions include: Removal & Hauling to disposal of hazardous stumps resulting from trees growing on the public right-of-way (ROW). Stumps placed at the ROW by others are considered debris: See Note 6 | | | |
| 12 | >24 inch diameter to 47.99 inch diameter Note:7 | Per Stump | \$200.00 |
| 13 | 48 inch diameter and greater Note:7 | Per Stump | \$300.00 |
| 14 | On site stump grinding including filling hole with wood chips (Note:7) | Per Inch | \$7.00 |
| Item No. | Description of Service | Unit | Unit Price |
| Hazardous Limb Removal (After Initial 70 hour Period) | | | |
| 15 | Storm Damaged Hazardous Limb Removal (Note 7) | Per Tree | \$90.00 |
| Item No. | Description of Service | Unit | Unit Price |
| Storm Damaged Hazardous Tree Removal: Diameters of trees are measured at breast height (Prices include removal of tree to ROW for collection as debris and flush cutting stumps to ground level) (See Note 7) | | | |
| 16 | Trees that require the "Climbing" and "Cut & Drop" method. (e.g. trees over structures, homes, buildings, utilities or public ROW) | | |
| | 6" to 12.99" diameter | Per Tree | \$60.00 |
| | 13" to 23.99" diameter | Per Tree | \$170.00 |
| | > 24" diameter | Per Tree | \$230.00 |
| 17 | Trees that can only be accessed by "Mechanized Equipment" (i.e. bucket trucks, skid steer loaders, log skidders, excavators, wheel loaders) | | |
| | 6" to 12.99" diameter | Per Tree | \$40.00 |
| | 13" to 23.99" diameter | Per Tree | \$140.00 |
| | > 24" diameter | Per Tree | \$225.00 |
| 18 | Uprooted Trees; including those that have fallen in open areas, with easy access, or that have fallen on damaged structures | | |
| | 6" to 12.99" diameter | Per Tree | \$30.00 |
| | 13" to 23.99" diameter | Per Tree | \$80.00 |
| | > 24" diameter | Per Tree | \$200.00 |
| 19 | Trees broken in two parts or snapped in half with debris not fallen on any dwelling or structure. | | |
| | 6" to 12.99" diameter | Per Tree | \$30.00 |
| | 13" to 23.99" diameter | Per Tree | \$90.00 |
| | > 24" diameter | Per Tree | \$180.00 |

**EXHIBIT B
FEE SCHEDULE**

| NOTES | |
|--------------|---|
| 1 | Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor unless approved otherwise. **NOTE: This price does not include tipping fee. CrowderGulf will pay tipping fee and back charge County at Cost. |
| 2 | For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance. |
| 3 | For a multi-year contract, the prices shown in table 7.1 would be adjusted on the anniversary date of Contract according a percentage equal to the percent change in the Consumer Price Index as published in the U. S. Department of Labor, Bureau of Labor Statistics. (CWUR0300SAO) is the established index. |
| 4 | Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security. |
| 5 | Includes comprehensive management of all debris and debris site, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 4.8 in the scope of services for more detail. |
| 6 | All stumps placed on the right of way by citizens will be converted to CY per the Stump Conversion Chart provided in FEMA Guidance DAP9523.11 and charged as regular debris for items 2 through 7. |
| 7 | Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended. |
| 8 | Per Section 4.8.10 Debris Disposal found on page 26 of RFP 160257LAC Contractor understands Disposal to be a "Pass-Through" expense therefore our pricing above does not include disposal fees. |

| SCHEDULE OF VALUES | | | |
|---|--|-------------|-------------------|
| RFP160257LAC, Disaster Recovery Services for Lee County | | | |
| Section B: Additional Contract Items | | | |
| Specialty Removal Categories | | | |
| Proposer Name: CrowderGulf Joint Venture, Inc. | | | |
| Contact Person: John Ramsay, President & CEO | | | |
| Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County | | | |
| Proposer is required to complete all fields shaded in green. | | | |
| Item No. | Description of Service | Unit | Unit Price |
| Specialty Removal : Activities require specific task authorization and include all labor and management of tasks. | | | |
| 1 | Sand/Soil Collection & Screening. Includes pick-up, screen, and return of screened sand to designated staging areas. | CY | \$12.00 |
| 2 | Pick-up & haul debris laden sand/mud/dirt/rock from sand screening operations to final disposal (Notes 1 & 2) **NOTE | CY | \$6.00 |

**EXHIBIT B
FEE SCHEDULE**

| | | | |
|---|---|-------------|-------------------|
| 3 | Removal of Eligible vehicles - haul to designated staging or final disposal. (Notes 1 & 2) **NOTE | Unit | \$240.00 |
| 4 | Removal of eligible Vessel from (Land) | LF | \$20.00 |
| 5 | Demolition of Private Structure | CY | \$3.00 |
| Item No. | Description of Service | Unit | Unit Price |
| Restoration: Activities require specific task authorization and include all labor and management of tasks. | | | |
| 6 | Beach/Lake Restoration - Berm/Beach Construction | CY | \$10.00 |
| 7 | Canal Shoreline Restoration | LF | \$7.00 |

NOTES

| | |
|---|---|
| 1 | Prices include disposal sites located in Lee County and at the Lee/Hendry Landfill in Felda Fl. Tipping fees at final disposal site(s) will be the responsibility of Contractor unless approved otherwise. **NOTE: This price does not include tipping fee. CrowderGulf will pay tipping fee and back charge County at Cost. |
| 2 | For out of county disposal sites (excluding the Lee/Hendry Landfill), additional mileage will begin and be measured from the Lee County boundary closest to the disposal site. The approved per load additional mileage cost will be applied to each ticketed out of county load and be applicable only to the miles beyond the Lee County boundary. Mileage is based on a one-way haul distance. |
| 3 | Includes all site services, including, providing monitoring towers, sanitary portable restrooms, and site safety & security. |
| 4 | Includes comprehensive management of all debris and debris site, including grubbing & establishing ingress/egress as needed, maintaining driving and working surfaces, managing storm water & regulatory compliance, and close-out site remediation. See section 4.8 in the scope of services for more detail. |
| 5 | Items must be documented as per the scope of services and in accordance with appropriate FEMA Guidance, including DAP9523.11 or as amended. |

SCHEDULE OF VALUES

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| <p>RFP160257LAC, Disaster Recovery Services for Lee County Section C: Additional Contract Items Specialized Labor & Work Crews</p> |
| <p>Proposer Name: CrowderGulf Joint Venture, Inc.</p> |
| <p>Contact Person: John Ramsay, President & CEO</p> |
| <p>Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County Proposers are required to complete all fields shaded in green.</p> |
| <p>LABOR RATES: Labor rates listed in this category are used for Negotiated & Special Services Tasks ONLY. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates</p> |

**EXHIBIT B
FEE SCHEDULE**

| | LABOR CATEGORY | Unit | Unit Price |
|---|---|-----------------------------|-------------------|
| Specialized Labor and Work Crews | Field Supervisor with truck and cell phone | Hourly | \$50.00 |
| | Administrative Assistant | Hourly | \$32.00 |
| | Heavy Equipment Operator | Hourly | \$40.00 |
| | Tool Operator (Chainsaw) | Hourly | \$32.00 |
| | Laborer w/ small tools | Hourly | \$28.00 |
| | Hazardous Material Worker w/ gear | Hourly | \$60.00 |
| | Mechanic w/truck and tools | Hourly | \$70.00 |
| | Tree Climber w/ chainsaw and gear | Hourly | \$98.00 |
| Work Crew Category (typical crew makeup for "First 70 hrs" Operation | Wheel Loader w/ operator, 2.5cy, Forman with support vehicle and small equipment, Laborer with chainsaw and two (2) laborers with small tools | Hour for complete Work crew | \$245.00 |

SCHEDULE OF VALUES

**RFP160257LAC, Disaster Recovery Services for Lee County
Section D: Additional Contract Items
Equipment**

Proposer Name: CrowderGulf Joint Venture, Inc.

Contact Person: John Ramsay, President & CEO

Additional Contract Items will NOT be used for evaluation purposes. Items are contract items and will be ordered at the unit prices provided should they be needed by the County

Proposers are required to complete all fields shaded in green

| No. | EQUIPMENT | SPECIFICATION | CAPACITY | HP | NOTES | RATE PER HOUR |
|------------|-----------------------------|----------------------|-----------------|-----------|-----------------------------------|----------------------|
| 1 | Aerial Lift, Self Propelled | Max Platform Ht | 37 ft | to 15 | Articulated, telescoping, scissor | \$40.00 |
| 2 | Aerial Lift, Self Propelled | Max Platform Ht | 60 ft | to 30 | Articulated, telescoping, scissor | \$50.00 |
| 3 | Aerial Lift, Self Propelled | Max Platform Ht | 70 ft | To 50 | Articulated, telescoping, scissor | \$65.00 |
| 4 | Aerial Lift, Self Propelled | Max Platform Ht | 125 ft | To 85 | Articulated, telescoping, scissor | \$100.00 |
| 5 | Aerial Lift, Self Propelled | Max Platform Ht | 150 ft | to 130 | Articulated, telescoping, scissor | \$140.00 |

**EXHIBIT B
FEE SCHEDULE**

| | | | | | | |
|----|-----------------------------|-------------------|-------------|--------|-----------------------------------|----------|
| 6 | Aerial Lift, Truck Mounted | Max Platform Ht | 25 Ft | | Articulated, telescoping, scissor | \$50.00 |
| 7 | Aerial Lift, Truck Mounted | Max Platform Ht | 50 Ft | | Articulated, telescoping, scissor | \$75.00 |
| 8 | Aerial Lift, Truck Mounted | Max Platform Ht | 75 Ft | | Articulated, telescoping, scissor | \$100.00 |
| 9 | Aerial Lift, Truck Mounted | Max Platform Ht | 100 Ft | | Articulated, telescoping, scissor | \$125.00 |
| 10 | Breaker, Hand-Held Pavement | Weight | 25 - 90 lbs | | | \$25.00 |
| 11 | Breaker, Pavement | | | to 70 | | \$35.00 |
| 12 | Breaker Pavement | | | to 105 | | \$45.00 |
| 13 | Breaker, Pavement | | | to 137 | | \$55.00 |
| 14 | Breaker, Pavement | | | | | \$60.00 |
| 15 | Bucket, Clamshell | Capacity | 1.0 CY | | | \$20.00 |
| 16 | Bucket, Clamshell | Capacity | 2.5 CY | | | \$30.00 |
| 17 | Bucket, Clamshell | Capacity | 5.0 CY | | | \$40.00 |
| 18 | Bucket, Clamshell | Capacity | 7.5 CY | | | \$60.00 |
| 19 | Chain Saw | Bar Length | 16 Inch | | | \$8.00 |
| 20 | Chain Saw | Bar Length | 25 inch | | | \$8.00 |
| 21 | Chain Saw Pole | Bar Size | 18 inch | | | \$8.00 |
| 22 | Chipper, Brush | Chipping Capacity | 6 inch | to 35 | Trailer mounted | \$50.00 |
| 23 | Chipper, Brush | Chipping Capacity | 12 inch | to 60 | Trailer mounted | \$75.00 |
| 24 | Chipper, Brush | Chipping Capacity | 16 Inch | to 100 | Trailer mounted | \$125.00 |
| 25 | Chipper, Brush | Chipping Capacity | 18 inch | to 125 | Trailer mounted | \$150.00 |
| 26 | Chipper, Brush | Chipping Capacity | 18 inch | to 200 | Trailer mounted | \$300.00 |
| 27 | Chipper, Brush | Chipping Capacity | 19 inch | to 300 | Trailer mounted | \$350.00 |
| 28 | Chipper, Brush | Chipping Capacity | 19 inch | to 450 | Trailer mounted | \$400.00 |
| 29 | Chipper, Brush | Chipping Capacity | | to 650 | Trailer mounted | \$450.00 |
| 30 | Crane | Max Lift Capacity | 8 MT | to 80 | | \$100.00 |
| 31 | Crane | Max Lift Capacity | 15 MT | to 150 | | \$125.00 |
| 32 | Crane | Max Lift Capacity | 27 MT | to 200 | | \$150.00 |
| 33 | Crane | Max Lift Capacity | 45 MT | to 300 | | \$175.00 |
| 34 | Crane | Max Lift Capacity | 70 MT | to 350 | | \$300.00 |

**EXHIBIT B
FEE SCHEDULE**

| | | | | | | |
|----|-----------------------|--------------------|-------------|--------|------------------------------------|----------|
| 35 | Crane | Max Lift Capacity | 110 MY | to 450 | | \$400.00 |
| 36 | Crane, Truck mounted | Max Lift Capacity | 17,600 lbs | | | \$80.00 |
| 37 | Crane, Truck mounted | Max Lift Capacity | 33,000 lbs | | | \$100.00 |
| 38 | Crane, Truck mounted | Max Lift Capacity | 60,000 lbs | | | \$125.00 |
| 39 | Crane, Truck mounted | Max Lift Capacity | 120,000 lbs | | | \$200.00 |
| 40 | Fork Lift | Capacity | 6000 lbs | to 60 | | \$50.00 |
| 41 | Fork Lift | Capacity | 12,000 lbs | to 90 | | \$80.00 |
| 42 | Fork Lift | Capacity | 18,000 lbs | to 140 | | \$120.00 |
| 43 | Fork Lift | Capacity | 50,000 lbs | to 215 | | \$150.00 |
| 44 | Load, Skid-Steer | Operating Capacity | 1000 lbs | to 35 | | \$50.00 |
| 45 | Load, Skid-Steer | Operating Capacity | 2000 lbs | to 65 | | \$60.00 |
| 46 | Load, Skid-Steer | Operating Capacity | 3000 lbs | to 85 | | \$65.00 |
| 47 | Load, Skid-Steer | Operating Capacity | 4000 lbs | to 94 | | \$70.00 |
| 48 | Loader, Wheel | Bucket Capacity | 0.5 CY | To 38 | | \$50.00 |
| 49 | Loader, Wheel | Bucket Capacity | 1 CY | To 60 | | \$60.00 |
| 50 | Loader, Wheel | Bucket Capacity | 2 CY | To 105 | | \$80.00 |
| 51 | Loader, Wheel | Bucket Capacity | 3 CY | To 152 | | \$95.00 |
| 52 | Loader, Wheel | Bucket Capacity | 4 CY | To 200 | | \$110.00 |
| 53 | Loader, Wheel | Bucket Capacity | 5 CY | To 250 | | \$130.00 |
| 54 | Loader, Wheel | Bucket Capacity | 6 CY | To 305 | | \$140.00 |
| 55 | Loader, Wheel | Bucket Capacity | 7 CY | To 360 | | \$150.00 |
| 56 | Loader, Wheel | Bucket Capacity | 8 CY | To 415 | | \$175.00 |
| 57 | Loader, Wheel | Bucket Capacity | 9 CY | To 470 | | \$200.00 |
| 58 | Loader, Wheel | Bucket Capacity | 10 CY | To 530 | | \$220.00 |
| 59 | Loader-Backhoe, Wheel | Bucket Capacity | .05 CY | To 40 | Loader and Backhoe bucket included | \$50.00 |
| 60 | Loader-Backhoe, Wheel | Bucket Capacity | 1 CY | To 70 | Loader and Backhoe bucket included | \$60.00 |
| 61 | Loader-Backhoe, Wheel | Bucket Capacity | 1.5 CY | To 95 | Loader and Backhoe bucket included | \$75.00 |
| 62 | Loader-Backhoe, Wheel | Bucket Capacity | 1.75 CY | To 115 | Loader and Backhoe bucket included | \$80.00 |

**EXHIBIT B
FEE SCHEDULE**

| | | | | | | |
|----|--------------------|-----------------------------|------------|-----------|---------------------------------|----------|
| 63 | Saw, Concrete | Blade Diameter | 14 in | To 14 | | \$30.00 |
| 64 | Saw, Concrete | Blade Diameter | 26 in | To 35 | | \$35.00 |
| 65 | Saw, Concrete | Blade Diameter | 48 in | To 65 | | \$50.00 |
| 66 | Sweeper, Pavement | | | to 110 | | \$60.00 |
| 67 | Sweeper, Pavement | | | To 150 | | \$80.00 |
| 68 | Sweeper, Pavement | | | To 200 | | \$100.00 |
| 69 | Trailer, Dump | Capacity | 20 CY | | Does not include prime mover | \$40.00 |
| 70 | Trailer, Dump | Capacity | 30 CY | | | \$75.00 |
| 71 | Trailer, Dump | Capacity | 40 CY | | Does not include prime mover | \$50.00 |
| 72 | Trailer, Equipment | Capacity | 30 tons | | | \$80.00 |
| 73 | Trailer, Equipment | Capacity | 40 tons | | | \$90.00 |
| 74 | Trailer, Equipment | Capacity | 60 tons | | | \$100.00 |
| 75 | Trailer, Equipment | Capacity | 120 tons | | | \$110.00 |
| 76 | Truck, Dump | Truck Capacity | 8 CY | To 210 | | \$50.00 |
| 77 | Truck, Dump | Truck Capacity | 10 CY | To 235 | | \$65.00 |
| 78 | Truck, Dump | Truck Capacity | 12 CY | To 255 | | \$65.00 |
| 79 | Truck, Dump | Truck Capacity | 18 CY | To 330 | | \$65.00 |
| 80 | Truck, Dump | Truck Capacity | 28 CY | To 400 | | \$60.00 |
| 81 | Truck, Dump | Truck Capacity | 40 CY | To 460 | | \$70.00 |
| 82 | Truck, Dump | Truck Capacity | 50 CY | To 620 | | \$80.00 |
| 83 | Truck, Flatbed | Max Gross Vehicle Weight | 15,000 lbs | To 150 | | \$25.00 |
| 84 | Truck, Flatbed | Max Gross Vehicle Weight | 25,000 lbs | To 180 | | \$40.00 |
| 85 | Truck, Flatbed | Max Gross Vehicle Weight | 30,000 lbs | To 215 | | \$45.00 |
| 86 | Truck, Flatbed | Max Gross Vehicle Weight | 45,000 lbs | To 250 | | \$50.00 |
| 87 | Truck, Flatbed | Max Gross Vehicle Weight | 50,000 lbs | To 300 | | \$60.00 |
| 88 | Truck, Flatbed | Max Gross Vehicle Weight | | To 375 | | \$70.00 |
| 89 | Truck, Flatbed | Max Gross Vehicle Weight | | To 450 | | \$80.00 |

**EXHIBIT B
FEE SCHEDULE**

| | | | | | | |
|-----|---------------------|-----------------------|--------------------|----------|--|----------|
| 90 | Truck, Knuckle Boom | | | | Add flatbed truck to truck mounted crane | \$110.00 |
| 91 | Truck, Pickup | | | To 130 | | \$15.00 |
| 92 | Truck, Pickup | | | To 180 | | \$20.00 |
| 93 | Truck, Pickup | | | To 230 | | \$25.00 |
| 94 | Truck, Pickup | | | To 280 | | \$28.00 |
| 95 | Truck, Tractor | | | To 210 | | \$40.00 |
| 96 | Truck, Tractor | | | To 265 | | \$55.00 |
| 97 | Truck, Tractor | | | To 310 | | \$60.00 |
| 98 | Truck, Tractor | | | To 350 | | \$70.00 |
| 99 | Tub Grinder | | | To 400 | | \$300.00 |
| 100 | Tub Grinder | | | To 500 | | \$350.00 |
| 101 | Tub Grinder | | | To 600 | | \$370.00 |
| 102 | Tub Grinder | | | To 700 | | \$400.00 |
| 103 | Tub Grinder | | | To 800 | | \$450.00 |
| 104 | Tub Grinder | | | To 900 | | \$500.00 |
| 105 | Tub Grinder | | | To 1,000 | | \$525.00 |
| 106 | Light Tower | with 4 500 watt light | w/ 10kw power unit | 13.5 | Trailer mounted | \$160.00 |
| 107 | Light Tower | | | | | \$19.00 |
| 108 | All Terrain Vehicle | 6- wheel | | | | \$30.00 |
| 109 | All Terrain Vehicle | 4-Wheel - 24" | 250cc | 15-17 | | \$40.00 |
| 110 | All Terrain Vehicle | 4-Wheel - 24" | 300cc | 18-20 | | \$50.00 |
| 111 | All Terrain Vehicle | 4-Wheel - 24" | 400cc | 26-28 | | \$60.00 |
| 112 | Graders | Moldboard Size | 10 FT | to 110 | Includes Rigid and Articulate equipment | \$45.00 |
| 113 | Graders | Moldboard Size | 12 FT | To 150 | Includes Rigid and Articulate equipment | \$56.00 |
| 114 | Graders | Moldboard Size | 14 Ft | To 225 | Includes Rigid and Articulate equipment | \$70.00 |
| 115 | Powerscreen | 1400 | | | | \$150.00 |
| 116 | Powerscreen | 1700 | | | | \$160.00 |

**EXHIBIT B
FEE SCHEDULE**

| | | | | | | |
|-----|-------------------------------|----------------------------|-------------|--------|-----------------------------|----------|
| 117 | Powerscreen | 2100 | | | | \$180.00 |
| 118 | Stacking Conveyor | 30 x 60 Portable Hydraulic | | | Complete Road package | \$50.00 |
| 119 | Water Truck | Tank Capacity | 2500 Gal | to 175 | Include pump and rear spray | \$55.00 |
| 120 | Water Truck | Tank Capacity | 4000 Gal | to 250 | Include pump and rear spray | \$64.00 |
| 121 | Loader - Tractor Knuckle boom | Model Barko 595 ML | | To 240 | | \$120.00 |
| 122 | Clamshell & Dragline, Crawler | | 149,999 lbs | to 235 | Bucket not included in rate | \$300.00 |
| 123 | Clamshell & Dragline, Crawler | | 250,000 lbs | to 520 | Bucket not included in rate | \$400.00 |
| 124 | Clamshell & Dragline, Truck | | | to 240 | Bucket not included in rate | \$200.00 |

EXHIBIT C INSURANCE REQUIREMENTS

Minimum Insurance Requirements:

Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$1,000,000 products and completed operations
 - \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:
 - \$1,000,000 combined single limit (CSL)
 - \$500,000 bodily injury per person
 - \$1,000,000 bodily injury per accident
 - \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:
 - \$500,000 per accident
 - \$500,000 disease limit
 - \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:
 - a. The certificate holder shall read as follows:
 - Lee County Board of County Commissioners
 - P.O. Box 398
 - Fort Myers, Florida 33902

 - b. "Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

ATTACHMENT 1 TO EXHIBIT A

LEE COUNTY, FLORIDA DETAILED SPECIFICATIONS FOR RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1. GENERAL SCOPE OF WORK

1.1 The Lee County Board of County Commissioners is requesting proposals from qualified firms, hereafter referred to as Contractor, to establish a pre-need, pre-position contract for a variety of disaster recovery related services for Lee County, Florida. These services will be on an as-needed basis countywide with no work guaranteed.

1.2 Services shall include, but are not limited to: large scale debris removal, separation, staging and disposal, demolition work, construction and demolition debris removal, hazardous waste handling, tree trimming, stump grinding and removal, sand removal from roads, streets, and right-of-ways, and all additional scope as describe herein.

2. DEFINITIONS

- **Contractor / Firm** – The successful proposer (s)
- **Debris Monitoring Consultant** - A Consultant retained by the County to manage administrative aspects of the recovery process including processing FEMA submittals.
- **Debris** – Scattered items and materials broken, destroyed, or displaced by a disaster, Example; trees, construction and demolition material, personal property.
- **FEMA** – Federal Emergency Management Agency
- **FDEM** – Florida Division of Emergency Management
- **DMS** – Debris Management Site
- **DMS** – Debris Management Site- Predetermined site location for either temporary staging or final destination.

3. CONTRACTOR RESPONSIBILITY & ADDITIONAL SCOPE CONDITIONS

3.1 The contractor may be called upon throughout the contract to render services to assist the County with special needs and events related to disaster recovery and/or planning activities other than full-scale disasters. Each year of this contract, the contractor shall provide a minimum of one (1) day (up to 8 hours) of on-site, pre-event training of County's emergency management and recovery personnel at no additional charge to the County.

3.2 The contractor shall provide technical guidance and consultation before, during, and after the disaster event. For contracted operations, the contractor shall provide trained administrative support, onsite management staff to work with County officials, field supervisors, operators, drivers, laborers and all associated vehicles, equipment, tools, and supplies necessary to ensure a successful recovery operation.

3.3 The selected contractor(s) shall be responsible for knowledge and compliance with all federal, state and local laws, rules, practices, and regulations. The contractors shall be familiar with the County's approved debris management plan.

3.4 No guarantee is expressed or implied as to the quantity of services to be procured under this request for proposal; no work is guaranteed.

3.5 **DEAD ANIMALS:** Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Contractor to remove and lawfully dispose of under this contract.

4. INITIATING CONTRACT WHEN A MAJOR DISASTER OCCURS OR IS IMMINENT

4.1 When a major disaster occurs or is imminent, the County will contact the firm(s) holding Disaster Recovery Services Contract(s) to advise them of the County's intent to activate the contracts. Debris removal will

ATTACHMENT 1 TO EXHIBIT A

generally be limited to debris in, upon, or brought to public streets and roads, right-of-ways, municipal properties and facilities, and other public sites, unless otherwise directed.

- 4.2 The County upon contacting the Contractor will issue a Notice to Proceed and work order assignment/task authorization. The issuance of the work order/task authorization will allow the Contractor to begin pre-storm preparations and allow the immediate response once the recovery begins. The Contractor will also begin coordination with County Solid Waste Management personnel. This may include staffing or preparing reports for the Debris Operations and/or Emergency Operation Center.
- 4.3 The Contractor shall have a maximum of 24 hours from notification to proceed by the County to mobilize and begin their response. Failure to mobilize in the allowed time may result in the selection of another contractor.
- 4.4 The Contractor will be responsible for determining the method and manner of debris removal and for conducting lawful disposal operations, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.
- 4.5 For “Event Types” that require Temporary Debris Staging and Reduction Sites (DMS) the contractor shall be available for technical assistance to determine which pre-approved DMS will be used. Selection of these sites is to be the first task completed by the Debris Management Team. With the completion of this initial task, the result will be a map of the various sites and a basic operation plan for each site.

5. RELATIONSHIP BETWEEN DEBRIS MONITORING CONSULTANT & DEBRIS REMOVAL CONTRACTOR:

- 5.1 The County’s Debris Monitoring Consultant and/or County Staff provide inspection, engineering and administrative services as needed to meet the requirements for FEMA reimbursement. The interaction between the Contractor and the Consultant is crucial to the success of the response operation. Therefore, each Contractor shall be capable of working with different accounting and tracking systems.
- 5.2 Prior to the beginning of the each hurricane season, the successful contractor(s) will meet with the County and the Debris Monitoring Consultant to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phase of debris removal. This meeting is to occur annually or may be included as part of the required training day.

6. PROPOSAL SECURITY

- 6.1 Due to the nature of this RFP and in accordance with FEMA standards, a bid bond is not necessary.

7. PERFORMANCE AND PAYMENT BOND

- 7.1 The County reserves the right to require the Contractor to furnish to the County, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Work Order or Work Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

END OF SECTION

ATTACHMENT 1 TO EXHIBIT A

TECHNICAL SPECIFICATIONS

FOR

RFP160257LAC, DISASTER RECOVERY SERVICES FOR LEE COUNTY

1.0 SERVICES

1.1 **Scope of Services:**

Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated debris, including hazardous and industrial waste materials; these items and tasks are included in the bid prices provided in the schedule of values (section 7.1) and shall be provided in accordance with the Standards of Performance as set forth in Article 3 of this Contract. Emergency push, debris removal and demolition of structures will be limited to:

- a) That which is determined to eliminate immediate threats to life, public health, and safety;
- b) That which has been determined to eliminate immediate threats of significant damage to improved public or private property; and
- c) That which is considered essential to ensure the economic recovery of the affected community to the benefit of the community at large.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential, and commercial properties, streets, roads, other rights-of-way and public school properties, including any other locally owned facility or site as may be directed by County. Contracted services will only be performed when requested and as designated by County via task order.

Contractor shall load and haul the debris from within the legal boundaries of the municipality to a final disposal location defined by the County, or to Debris Management Site (DMS) site(s) and as specified by the County and set out in Section 4.8 of this Contract.

1.2 **Emergency Push / Road Clearance:**

If directed by the County. Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by County. This operational aspect of the scope of services shall be for the first 72 (plus or minus) hours after mobilization of 100% of the resources pursuant to Section 3.2. Once this task is accomplished, the following additional tasks will begin as required.

1.3 **Right-of-Way (ROW) Removal:**

Contractor shall remove all debris from the ROW when directed to do so by County. Contractor shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to section 4.5.

1.4 **Right-of-Entry (ROE) Removal (if Task Authorized by County):**

Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e., trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e., gas, water, electric, etc.). Every effort will be made to mark these utilities, but County does not warrant that all utilities will be located before debris removal operations begin, nor does Contractor warrant that utility damages will not occur as a result of properly conducting Contracted services.

1.5 **Demolition of Structures (if Task Authorized by County):**

Contractor will remove structures designated for removal by and at the direction of County, in a timely manner as determined by County.

ATTACHMENT 1 TO EXHIBIT A

1.6 Private Property Waivers:

County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris and/or demolition of structures from real properties.

1.7 Disaster Recovery Technical Assistance:

Contractor will provide Disaster Recovery Technical Assistance, to officials within County and designated staff members, to assist a local government with guidance and consultation on all aspects of the recovery process.

1.8 Vegetative Debris Reduction:

Contractor will reduce the vegetative debris in one of two ways: burning or chipping before taking it to County designated final site(s). The County will decide which means is the better method at the time. Required permits are the responsibility of the Contractor. Reduction production rates will be sufficient to meet or exceed the daily collection rate after the fifteenth day.

1.9 Construction and Demolition (C&D) Debris Reduction:

Contractor will collect, consolidate and remove C&D debris to a location designated by the County. The production rate of this effort will be determined by the County and will be based on the volume of C&D estimated. The production rate should be similar to the vegetation rate.

1.10 Construction and Demolition (C&D) Debris Recycling:

When directed, the Contractor shall sort the C & D and make every effort to recycle as much material as possible to reduce the overall volume transported to the landfill. Funds generated from the recycling process will be used to reduce the final cost to the County. The Contractor is responsible for handling and proper removal of all environmental hazards collected such as refrigerant in air conditioners and refrigerators, batteries, household hazardous wastes, etc.

1.11 Specialized Crews:

If requested by the County, the Contractor shall provide a dedicated crew to collect specific debris piles that cause health and safety issues around hospitals, public schools or other type properties.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

Contractor agrees to perform Contracted services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality workmanship will be acceptable. Services, equipment and workmanship not conforming to the intent of Contract or meeting the approval of County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to County.

2.2 Cost of Services:

Contractor shall bear all of its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent Contractor is responsible for the acts and omissions of its own employees. Contractor shall ensure that all its subcontractors have and carry the same major provisions of this Contract and that the work of their subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and County. Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by County.

ATTACHMENT 1 TO EXHIBIT A

3.0 STANDARDS OF PERFORMANCE

3.1 **Contractor Representative:**

Contractor shall have a knowledgeable and responsible representative report to County's designated Contract representative within 24 hours following the execution of this Contract. The Contractor's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Contract and Contractor's General Operations Plan. A Contractor representative shall remain locally during the duration of recovery efforts and be available to routinely meet with County contract administrator. The Contractor shall also consider locating this representative at or near the Lee County EOC to facilitate coordination of debris removal operations. The Contractor shall also provide reports on debris removal operational progress as requested.

3.2 **Mobilization:**

The Contractor shall have sufficient equipment and forces in Lee County within 4 days of "notification to proceed" to begin removal operations at an initial rate of 3,000 cy per day and increasing that rate, after the sixth day, by a minimum of 3,000 cy each day, building to a consistent, minimum daily rate of 50,000 cy of debris collected. Additional resources may be required to meet the debris activities based on the scope and impact of the event. Adjustments to these minimums may be approved by the County based on the size and scope of the disaster event.

3.3 **Time to Complete:**

Contractor shall use all efforts to complete all work directed under this Contract as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the County. County will direct the scope and nature of the work to be performed once the extent of damage has been determined.

3.4 **Completion of Work:**

Contractor shall be responsible for removal of all debris up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished by the use of hand labor.

4.0 GENERAL RESPONSIBILITIES

4.1 **County Obligations:**

County shall furnish all information and documents necessary for the commencement of contracted services, including a written Notice To Proceed. A representative will be designated by County to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Contract via a written Notice to Proceed.

County will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Contractor may assist County with the development of debris management PSAs, if so requested.

4.2 **Contractor's Conduct of Work:**

Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on individual private properties. All operations shall be conducted under the review of a County representative at times, places, and by means as directed by County. Contractor shall have and require strict compliance with a written Code of Ethics to be provided by County.

4.3 **Supervision by Contractor:**

Contractor will supervise and/or direct all contracted services performed by its employees, agents and subcontractors. Contractor is solely responsible for all means, methods, techniques, safety and other procedures. Contractor will employ and maintain a qualified supervisor at the work site who shall have

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full authority to act on behalf of Contractor. All communications given to the supervisor by County's authorized representative shall be as binding as if given to Contractor. Multiple work sites will require equal supervision as outlined above.

4.4 Damages by Contractor:

Contractor shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of Contractor, Contractor should repair damages promptly and at no additional cost to the County; repairs must be sufficient and a release from claim of damage must be signed by the parties involved. If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the County may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Contractor for the damages or withhold funds due to the Contractor. County shall make the determination of whether "negligence" has occurred.

4.5 Contractor's Duty Regarding Other Contractor(s):

Contractor acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

4.6 Contractor's Ownership of Debris:

Unless otherwise directed by County, All debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.7 Contractor's Disposal of Debris:

Unless otherwise directed by County, Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. County shall determine the primary location of the reduction and disposal sites in consultation with Contractor. Additional sites may be utilized as directed and/or approved by County.

4.8 Debris Management Site (DMS):

4.8.1: Site Setup

Prior to beginning operation at a debris management site, the condition of the site shall be photographed or video recorded by the Contractor and its condition documented and agreed upon by the County, Contractor and Property Owner if applicable. As directed by County, baseline environmental assessments shall be performed and supplied for County review. Site setup shall be completed by the Contractor to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. County shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass through cost.

4.8.2: Site Operation:

Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

4.8.3: Site Remediation

Debris management sites shall be returned to equal or better than original condition and to the satisfaction of County. Contractor shall be responsible for any damages pursuant to section 4.4.

4.8.4: Site Security

Contractor shall supply 24hour per day security for the DMS sites to ensure unlawful or unauthorized dumping of debris does not occur.

Unauthorized debris shall become the responsibility of the contractor and must be disposed of lawfully and without additional costs to the County.

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4.8.5 Debris Management Site (DMS)

The Debris Monitoring Team will determine the minimum number of sites required for each storm event. Lee County will designate the DMS to be activated. The County will select these sites, at the beginning of the each hurricane season. Preparation, maintenance, and operation of these DMS facilities are entirely the Contractor's responsibility.

Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. Each facility shall include a roofed inspection tower sufficient for a minimum of three (3) inspectors for the inspection of all incoming and exiting loads. The contractor will be responsible for obtaining any required permits, which shall be paid at cost by the County. At the County's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris.

4.8.6 DMS Debris Removal Operations Plan and Environmental Protection Plan

This plan is to address site setup, pre-use activities, post-use activities and operational activities the plans will include pre and post video and other checklists to assure proper management of the site. Once the debris management site is selected for use, the CONTRACTOR will provide a Site Management Plan.

4.8.7 Three (3) copies of the plan are required.

The plan shall be drawn to a scale of 1" = 50' and address following functions:

- Access to site
- Site preparation -clearing, erosion control, and grading
- Traffic control procedures
- Safety
- Segregation of debris
- Location of ash disposal area, hazardous material containment area, contractor work area, and inspection tower
- Location of incineration operations, grinding operation (if required). Burning operations require a 100-foot clearance from the stockpile and a 1000-foot clearance from structures.
- Location of existing structures or sensitive areas requiring protection
- Restoration of Site

4.8.8 All debris shall be processed in accordance with local, State and Federal law, standards, and regulations.

Processing shall include, but is not limited to, reduction by grinding and/or incineration when approved by the County. Prior to reduction, all debris shall be segregated between vegetative debris, construction and demolition debris, recyclable debris, white goods and hazardous waste.

4.8.9 Generated Hazardous Waste Abatement

Abatement of hazardous waste identified by the County is to be disposed of in accordance with all applicable Federal, State, and local laws, standards, and regulations.

4.8.10 Debris Disposal

Disposal of all eligible debris, reduced debris, ash residue and other products of the debris management process is to be in accordance with all applicable Federal, State, and local laws, standards and regulations. Unless otherwise directed by the County, the Contractor shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the Debris Monitoring Consultant needed to receive eligible reimbursement through FEMA and (FHWA) for such fees.

4.8.11 Assist Debris Monitoring Consultant in the following:

- Monitoring multiple contractors and multiple trucks delivering materials to the DMS.

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- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck’s manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by County personnel, e.g. conduct final inspections and issue closeout reports.

4.9 Training:

Contractor shall provide annually a minimum of one (1) day consisting of up to eight (8) hours of on-site, pre-strike training of County field and supervisory personnel.

5.0 GENERAL TERMS AND CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by Contractor’s crews shall be only as directed by County and will be limited to properties located within the County’s jurisdictional boundaries. Collection activities shall be monitored and crews shall be responsible for providing detailed information of collection locations as requested.

5.2 Multiple, Scheduled Passes:

Contractor shall make complete scheduled passes at the direction of County and/or unscheduled passes of each area impacted by the storm event. County shall direct the interval timing of all passes. Passes shall be complete only when County deems they meet the definition outlined in section 3.4. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County.

5.3 Operation of Equipment:

Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed; e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by County. Damages by the Contractor or its representative shall be the Contractor’s responsibility and repaired at no additional cost to the County as outlined in section 4.4. Should operation of equipment be required outside of the public ROW, County will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

Contractor shall submit to County a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the County whenever equipment is added or deleted.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by County, County’s Debris Monitoring Contractor, and Contractor representatives at a County designated location. A standard measurement form certifying actual physical

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measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to County.

Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Certification forms shall be in triplicate, sequentially numbered and verified by a County representative. County shall retain the original certification copy, the Contractor shall retain the second copy, and the third copy shall remain in the certified vehicle.

Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified. This new certification shall be attached to the original certification and documented as to when and/or why recertification was required and occurred.

Any vehicle may at anytime be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads, and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if conform with and are compatible with an approved ADMS used by the debris monitoring contractor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Contractor name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling will have and use a County / Contractor-approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the contractor when any changes occur at all DMS sites.

5.6 Security of Debris during Hauling:

Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above FDOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, Contractor will regularly survey the primary transportation routes used by Contractor & its subs and recover fallen or blown debris from the roadway(s).

5.7 Traffic Control:

Contractor shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Contractor shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

5.8 Work Days/Hours:

Contractor may conduct debris removal operations 30 minutes prior to and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to work days and/or work hours shall be as directed by County following consultation and notification to Contractor.

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5.9 Hazardous and Industrial Wastes:

Contractor shall provide within 90 days of execution of this contract, their Hazardous and Industrial Materials Cleanup and Disposal Plan. This plan shall outline procedures on how the Contractor shall identify, isolate, and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal.

Contractor shall build, operate, and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste as outlined in section 2.3.1.

5.10 Stumps:

All eligible stumps authorized by the County shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing templates of this Contract and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Contract.

The Contractor shall backfill the hole left from stump extractions.

A stump will be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24" in diameter as measured 24" above the ground.

FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:

- Photographs and GPS coordinates that establish the location is on public property.
- Specific narrative describing the threat to health and safety
- Diameter of the stump
- Quantity of material needed to fill the resultant hole

Prior to stump extraction, all documentation described above shall be provided to the County; once determined eligible, written authorization shall be provided to the Contractor to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Contractor must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. In the event that there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

Reduction costs of stumps shall be included in the debris processing costs established in the pricing template.

5.12 Work Safety:

Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Contractor will provide such safety equipment, training, and supervision as may be required by County and/or other governmental regulations. Contractor shall ensure that its subcontracts contain a similar safety provision.

5.13 Inspection and Testing:

All debris shall be subject to inspection by County and other public authorities to ensure compliance with Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. County or its representatives will, at all times, have access to all

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work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

5.14 Other Agencies:

The term “government” as used in this Contract refers to those governmental agencies, which may have a regulatory or funding interest in this Contract.

5.15 Retention of Collection Equipment:

Contractor shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project. Collection equipment shall remain in force until the debris collection is complete or when determined by County and Contractor to be adequate to complete the recovery effort. Equipment leaving the County prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the County determines that downsizing of the operation is warranted.

5.16 Chain Saw Crews:

Crews shall work only as directed by task order by the County; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen, hours worked, location, and description of work performed shall be submitted with the monthly invoice.

5.17 Hazardous Trees:

Hazardous Trees are to be removed if the condition was caused by the disaster, it is an immediate threat to health and safety, and has a diameter breast height of six inches (6”) or greater, and one of the following criteria is met:

- More than 50% of the crown is damaged or destroyed; or
- The trunk is split or it has broken branches that expose the heartwood of the tree; or
- It is leaning at an angle greater than 30 degrees

Trees determined to be hazardous and that have less than 50% of the root-ball exposed should be cut flush at ground level.

FEMA policy for documentation shall be followed but at a minimum the following minimum documentation must be obtained for each hazardous tree prior to its removal.

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.18 Hanging Limbs:

Limbs, authorized as eligible for reimbursement by the County must be:

- Located on improved public property
- Greater than two inches (2”) in diameter at the point of breakage
- Still hanging in a tree and threatening a public use area

FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:

- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety

After hazardous trees are properly documented and determined eligible by the County, written authorization shall be given to the Contractor to remove the tree. Copies of these authorizations are required to be submitted with the invoice in order to be eligible for payment.

5.19 Hand Loaded Collection Equipment:

Hand load trucks, trailers or equipment are discouraged and may be used only in areas where typical collection equipment cannot access and only with prior written authorization of the County. These “hand loaders” must remove all eligible debris as outlined in section 3.4. All equipment must be capable of self-

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unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

6.0 REPORTS, CERTIFICATIONS, and DOCUMENTATION

6.1 Accountable Debris Load Forms:

County and Contractor shall, after reconciliation, accept the serialized copies of the debris reporting tickets as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by County representative. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Contractor shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA of other regulations must be documented on each load ticket
- The Contractor shall submit all original load tickets to the County

The Contractor shall reconcile their load ticket copies with County copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period.

An approved and auditable electronic debris ticket database, established through the use of an approved ADMS provided by the County's debris monitoring contractor, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database where applicable.

6.2 Reports:

Contractor shall submit periodic, written reports to County as requested or required, detailing the progress of debris removal and disposal. These reports may include, but are not limited to:

6.2.1 Daily Reports:

Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor's operations.

6.2.2 Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section 6.2.1 of this Contract or in a format required by County.

6.2.3 Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by County in consultation with Contractor.

6.2.4 Final Project Closeout:

Upon final inspection and/or closeout of the project by County, Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to County. Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for County and/or government.

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6.3 Additional Supporting Documentation:

Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by County and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor will be subject to audit by federal, state and local agencies pursuant to this Contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

6.5 Contract File Maintenance:

Contractor will maintain this Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of County, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. COUNTY may unilaterally cancel this contract for refusal to comply with this provision.

7.0 UNIT PRICES and PAYMENTS

(See Attachment - Schedule of Value) - Section A - D

7.1 Core Services, Stumps, Hazardous Limbs & Tree Removal

(See Attachment - Schedule of Value) - Section A

7.2 Specialty Removal & Restoration

(See Attachment - Schedule of Value) - Section B

7.3 Specialized Labor & Work Crews

(See Attachment - Schedule of Value) - Section C

7.4 Equipment

(See Attachment - Schedule of Value) - Section D

7.5 Billing Cycle:

Contractor shall invoice County on a 30 day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices. Electronic copies of supporting documentation may be used if approved by the County.

7.5 Ineligible Work:

Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any materials or stumps that were determined by County and/or government agency as ineligible debris and for which the Contractor was not formally authorized to perform by the County.

7.5.1 Eligibility Inspections:

Contractor and County or its representatives shall inspect each load to verify that the contents are in accordance with the accepted definition of eligible debris as set out in Section 1.1 of this Contract.

7.5.2 Eligibility Determinations:

If any load is determined to contain material that does not meet the definition of eligible debris, e.g. debris collected from private property or not at the request of the County or its representatives, the load will be directed to an alternate disposal or processing facility. No payment will be approved and Contractor will not invoice County for ineligible loads. County, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.

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7.6 Unit Price/Service Negotiations:

Unknown and/or unforeseen events or conditions may require an adjustment to the stated unit prices in Sections 7.1 and 7.2 of this Contract. Any amendments, extensions, or changes to the scope of services or unit prices are subject to full negotiations between County and Contractor and subject to the review of the government.

In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the schedule of values and with the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of this Contract.

7.7 Specialized Services:

Contractor may invoice County for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services will only be performed when directed by the County. The rate for specialized services shall be in accordance with the rates provided in the Schedule of Values. Items not included shall be negotiated and shall be fair and reasonable as determined by the County.

END OF SECTION

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SUPPLEMENTARY CONDITIONS

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

All contracts awarded by a recipient shall contain the following provisions as applicable.

Notice: Awarded Bidder and all associated contractors are considered recipients therefore the following provisions must be included in all contract provisions; inclusive those of the subcontractor when and where applicable.

1. TERMINATION FOR CAUSE AND/OR CONVENIENCE:

- 1.1 The County, by written notice to the Contractor, may terminate this Agreement with or without cause, in whole or in part, when the County determines in its sole discretion that it is in the County's best interest to do so. In the event of termination the Contractor will not incur any new obligations for the terminated portion of the Agreement after the Contractor has received notification of termination.
- 1.2 If the Agreement is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount that is the same percentage of the Agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the County and shall be turned over promptly by the Contractor.

2. EQUAL EMPLOYMENT OPPORTUNITY:

2.1 During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will

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permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (7) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

3. CONTRACT WORK HOURS & SAFETY STANDARDS (40 U.S.C. 3701-3708).:

3.1 Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40

3.2 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

4. CLEAN AIR ACT & FEDEARL WATER POLLUTION CONTROL ACT

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

5. ENERGY POLICY AND CONSERVATION ACT

5.1 Contractor must follow any mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

6. SUSPENSION AND DEBARMENT

6.1 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).

6.2 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.

6.3 This certification is a material representation of fact relied upon by (insert name of subgrantee). 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

ATTACHMENT 1 TO EXHIBIT A

C, in addition to remedies available to Lee County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

6.4 The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

7. **BYRD ANTI-LOBBYING AMENDMENT**

7.1 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. **RECORDS**

8.1 Contractor shall provide, when requested, access by the County, Federal granting agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

8.2 Contractor shall retain all records associated with contract for three (3) years after final payments and all other pending matters are closed.

9. **RECOVERED MATERIALS**

9.1 Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

10. **REMEDIES**

10.1 In the event the Contractor fails to satisfactorily perform or has failed to adhere to the terms and conditions under this Agreement, the County may, upon fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, exercise any one or more of the following remedies, either concurrently or consecutively:

10.1.1 Withhold or suspend payment of all or any part of a request for payment.

10.1.2 Require that the Contractor refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

10.1.3 Exercise any corrective or remedial actions, to include but not be limited to:

- requesting additional information from the Contractor to determine the reasons for or the extent of non-compliance or lack of performance;
- issuing a written warning to advise that more serious measures may be taken if the situation is not corrected;
- advising the Contractor to suspend, discontinue or refrain from incurring costs for any activities in question; or

ATTACHMENT 1 TO EXHIBIT A

- requiring the Contractor to reimburse the County for the amount of costs incurred for any items determined to be ineligible.

10.2 Pursuing any of the above remedies will not keep the County from pursuing any other rights or remedies which may be otherwise available under law or in equity. If the County waives any right or remedy in this Agreement or fails to insist on strict performance by the Contractor, it will not affect, extend or waive any other right or remedy of the County, or affect the later exercise of the same right or remedy by the County for any other default by the Contractor.

END OF SECTION

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.

Primary Insurance Wording Included when required by written contract.

Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).

Premises/Operations

Products/Completed Operations

Contractual Liability

Sudden and Accidental Pollution Liability

Occurrence Form

Personal Injury

"In Rem" Endorsement

Cross Liability

Severability of Interests Provision

"Action Over" Claims

Independent Contractors coverage for work sublet

Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.

General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.

U.S. Longshoremen's and Harbor Workers Compensation Act Coverage

Outer Continental Shelf Land Act

Jones Act (including Transportation, Wages, Maintenance, and Cure),

Death on the High Seas Act & General Maritime Law.

Maritime Employers Liability Limit: \$1,000,000

Voluntary Compensation Endorsement

Other States Insurance

Alternate Employer/Borrowed Servant Endorsement

"In Rem" Endorsement

Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies

Blanket Waiver of Subrogation when required by written contract.

Blanket Additional Insured when required by written contract.

A.M. Best Rating Services

The Gray Insurance Company (?)

A.M. Best #: 002621 NAIC #: 36307 FEIN #: 720824217

Mailing Address

P.O. Box 6202

Metairie, LA 70009-6202

United States

[View Additional Address Information](#)

Web: www.grayinsco.com

Phone: 504-888-7790

Fax: 504-454-6122

Financial Strength Rating



Assigned to insurance companies that have, in our opinion, an excellent ability to meet their ongoing insurance obligations.

View additional [news, reports and products](#) for this company.

Based on A.M. Best's analysis, [051888 - Gray & Company, Inc.](#) is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. View a list of [operating insurance entities](#) in this structure.

Best's Credit Ratings

Financial Strength Rating [View Definition](#)

| | |
|---------------------------------|---------------------------------------|
| Rating: | A- (Excellent) |
| Financial Size Category: | VIII (\$100 Million to \$250 Million) |
| Outlook: | Stable |
| Action: | Affirmed |
| Effective Date: | December 09, 2016 |
| Initial Rating Date: | June 30, 1987 |

Long-Term Issuer Credit Rating [View Definition](#)

| | |
|-----------------------------|-------------------|
| Long-Term: | a- |
| Outlook: | Stable |
| Action: | Affirmed |
| Effective Date: | December 09, 2016 |
| Initial Rating Date: | June 19, 2007 |

u Denotes [Under Review Best's Rating](#)

Best's Credit Rating Analyst

Rating Issued by: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Robert Valenta

Senior Director: Gregory T. Williams

Disclosure Information



[View A.M. Best's Rating Disclosure Form](#)

Rating History

A.M. Best has provided ratings & analysis on this company since 1987.

Financial Strength Rating

Effective Date

Rating



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Detail By Document Number](#) /

Detail by Entity Name

Florida Profit Corporation
CROWDER-GULF JOINT VENTURE, INC.

Filing Information

Document Number P02000095020
FEI/EIN Number 01-0626019
Date Filed 09/03/2002
State FL
Status ACTIVE

Principal Address

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Changed: 03/20/2007

Mailing Address

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Changed: 03/20/2007

Registered Agent Name & Address

HALL, ERIC
927 GRAND RESERVE DRIVE
DAVENPORT, FL 33837

Name Changed: 03/20/2007

Address Changed: 03/20/2007

Officer/Director Detail

Name & Address

Title MR.

RAMSAY, JOHN PRES
5435 BUSINESS PARKWAY
THEODORE, AL 36582

Title MS.

RAMSAY, ASHLEY VP

5435 BUSINESS PARKWAY
THEODORE, AL 36582

Annual Reports

| Report Year | Filed Date |
|-------------|------------|
| 2014 | 04/08/2014 |
| 2015 | 01/09/2015 |
| 2016 | 02/11/2016 |

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