

**CONTRACT FOR DISASTER DEBRIS MONITORING CONSULTING SERVICES
FOR NASSAU COUNTY, FLORIDA**

THIS AGREEMENT made and entered into this 22nd day of October 2018, by and between the **NASSAU COUNTY BOARD OF COUNTY COMMISSIONERS**, a political subdivision of the State of Florida, hereinafter referred to as "County", and Witt O'Brien's, LLC, a Washington DC Profit Corporation, whose principle office address is located at 1201 15th Street, NW, Suite 600, Washington, DC 20005, hereinafter referred to as "Consultant":

WHEREAS, the County intends to set up a plan for Disaster Debris Monitoring Consulting services in the event of a disaster; and

WHEREAS, the County requires certain contracted services in connection with Disaster Debris Management operations, including Disaster Debris Monitoring Consulting Services; and

WHEREAS, said services are more fully described in the Scope of Services, Exhibit "A", which is attached hereto and made a part hereof; and

WHEREAS, the Consultant desires to render certain Disaster Debris Monitoring Consulting Services as described in the Scope of Services, and has the qualifications, experience, staff and resources to perform those services; and

WHEREAS, the County, through a competitive selection process conducted in accordance with the applicable provisions of Chapter 287, Florida Statutes, the applicable provisions of 2 CFR 200, and in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the Scope of Services.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

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ARTICLE 1 - EMPLOYMENT OF CONSULTANT

The County hereby agrees to engage Consultant, and Consultant hereby agrees to perform the services set forth in the Scope of Services.

ARTICLE 2 - SCOPE OF SERVICES

2.1 Consultant shall provide Disaster Debris Monitoring Consulting Services in accordance with the Scope of Services set forth in Exhibit "A", attached hereto and incorporated by reference.

ARTICLE 3 - FEDERAL CONTRACT PROVISIONS

3.1 Suspension and Debarment (§200.213)

Consultant(s) with Nassau County are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

3.2 Procurement of recovered materials (§200.322)

Nassau County and its Consultant(s) shall 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.

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3.3 Equal Employment Opportunity Clause (§60-1.4)

A. During the performance of this contract, the Consultant(s) agrees as follows:

- 1) The Consultant(s) shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Consultant(s) shall 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 Consultant(s) 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 Consultant(s) shall, in all solicitations or advertisements for employees placed by or on behalf of the Consultant(s), state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The Consultant(s) shall 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

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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 Consultant(s) legal duty to furnish information.

- 4) The Consultant(s) shall 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 Consultant(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 Consultant(s) shall 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 Consultant(s) shall 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 shall 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 Consultant(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 Consultant(s) may be

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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 Consultant(s) shall 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 shall be binding upon each Sub-Consultant(s) or bidder. The Consultant(s) shall 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 Consultant(s) becomes involved in, or is threatened with, litigation with a Sub-Consultant(s) or bidder as a result of such direction, the Consultant(s) may request the United States to enter into such litigation to protect the interests of the United States.

3.4 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

In compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5), and under 40 U.S.C. 3702 of the Act, each Consultant(s) shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and no laborer or mechanic shall be required to work in

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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.

3.5 Rights to inventions (37 CFR PART 401)

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub recipient shall comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

3.6 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

For contracts and sub grants of amounts in excess of \$150,000 the non-Federal Consultant(s) shall agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

3.7 Energy Policy and Conservation Act (42 U.S.C 6201)

Consultant(s) shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201)

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3.8 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Consultant(s) must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the secretary of Labor. In addition, Consultant(s) must be required to pay wages not less than once a week.

3.9 Compliance with Copeland "Anti-Kickback"

- A. Consultant(s). The Consultant(s) shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 ("Consultants and Sub-Consultants on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), as may be applicable. The Act provides that each Consultant(s) or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of Public work, to give up any part of the compensation to which he or she is otherwise entitled.
- B. Subcontracts. The Consultant(s) or Sub-Consultant(s) shall insert in any subcontracts the clause above and such other clauses as appropriate instructions may require, and also a clause requiring the Sub-Consultant(s) to include these clauses in any lower tier subcontracts. The prime Consultant(s) shall be responsible for the compliance by any Sub-Consultant(s) or lower tier Sub-Consultant(s) with all of these contract clauses.

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C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Consultant(s) and Sub-Consultant(s) as provided in 29 C.F.R. § 5.12.

3.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Consultant(s) shall file the required certification. Each tier certifies to the tier above that it shall not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

3.11 Termination for Convenience

This Agreement may be terminated by the County for convenience, upon thirty (30) days of written notice to Consultant. In such event, the Consultant shall be paid its compensation for services performed prior to the termination date. In the event that the Consultant abandons this Agreement or causes it to be terminated, Consultant is liable to the County for any and all loss pertaining to this termination.

3.12 Termination for Cause

If the Consultant fails to comply with any of the terms and conditions of the awarded contract, Nassau County may give notice, in writing, to the Consultant of any or all deficiencies claimed. The notice shall be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Nassau County may, with no further notice, declare the awarded contract to be terminated. The

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Consultant shall thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by Nassau County by reason of the Consultant's failure to comply with the awarded contract.

Notwithstanding the above, the Consultant is not relieved of liability to Nassau County for damages sustained by Nassau County by virtue of any breach of this Contract by the Consultant and Nassau County may withhold any payments to the Consultant for the purpose of setoff until such time as the amount of damages due Nassau County from the Consultant is determined.

ARTICLE 4 - THE COUNTY'S RESPONSIBILITY

Except as provided in the Scope of Service, the County's responsibilities are to furnish required information, services, render approvals and decisions as necessary for the orderly progress of Consultant's services. The County hereby designates the Public Works Director to act on the County's behalf with respect to the Scope of Services. The Public Works Director, under the supervision of the County Manager shall have complete authority to transmit instructions, receive information, interpret and define County's policies and decisions with respect to materials, elements and systems pertinent to Consultant's services.

ARTICLE 5 - TERM OF AGREEMENT

The term of this Agreement shall be for a three (3) year period beginning on the date of its complete execution. The performance period of this Agreement may be extended upon mutual agreement between both parties. Any extension of performance period under this provision shall be in two (2) additional one (1) year increments. Total contract length and individual one (1) year extensions shall be in the County's best interest and sole discretion. Any Agreement or amendment to the Agreement shall be subject to fund availability and mutual written agreement between the County and Consultant.

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ARTICLE 6 - COMPENSATION

6.1 The County shall pay Consultant in accordance with the fees contained in the Fee Schedules which is attached hereto as Exhibit "B" incorporated herein as if set forth in full.

6.2 Consultant shall prepare and submit to the Public Works Department, for approval, a monthly invoice for the services rendered under this Agreement. The invoices must contain the following items:

- a. Verifiable timesheet (hourly/fee rates) backup
- b. Summary of hotline and/or email notifications and their resolutions, as applicable

Invoices for services shall be paid in accordance with the Florida Prompt Payment Act. All invoices shall be accompanied by a report identifying the nature and progress of the work performed. The statement shall show a summary of fees with an accrual of the total fees billed and credits for portions paid previously. The County reserves the right to withhold payment to Consultant for failure to perform the work in accordance with the provisions of this Agreement, and the County shall promptly notify Consultant if any invoice or report is found to be unacceptable and will specify the reasons therefor.

6.3 All representation, indemnifications, warranties and guaranties made in, required by or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment and termination or completion of this Agreement.

6.4 Final Invoice: In order for both parties herein to close their books and records, the Consultant will clearly state "Final Invoice" on the Consultant's final/last billing to the County. This indicates that all services have been performed and all charges and costs have been invoiced to the County and that there is no further work to be performed on the specific project.

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6.5 Payment to the Consultant will not be contingent on funding from any source. The County will apply for reimbursement for eligible costs to the Federal Emergency Management Agency (FEMA) and may be responsible for any local match requirements

6.5 Labor Unit rates shall be established at the beginning of this Agreement and may be adjusted annually upon written agreement of the parties beginning with the next assigned project issued after the anniversary date of the Agreement. The labor unit rates are set forth in Exhibit "B".

ARTICLE 7 - STANDARD OF CARE

Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional under similar circumstances and Consultant shall, at no additional cost to the County, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE 8 - DOCUMENTS

The documents which comprise this Agreement between the County and the Consultant are attached hereto and made a part hereof and consist of the following:

- 8.1** This Agreement;
- 8.2** The Scope of Services attached hereto Exhibit "A";
- 8.3** Fee Schedules attached hereto as Exhibit "B",
- 8.4** General Information and Insurance Requirements- Attachment "1"
- 8.5** Any work authorizations, written amendments, modifications or addenda to this Agreement.

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ARTICLE 9 - EQUAL OPPORTUNITY EMPLOYMENT

In connection with the work to be performed under this Agreement, Consultant agrees to comply with the applicable provisions of State and Federal Equal Employment Opportunity statutes and regulations.

ARTICLE 10 - TRUTH-IN-NEGOTIATION/PUBLIC ENTITY CRIMES AFFIDAVIT

Consultant certifies that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the county determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Consultant represents that it has furnished a Public Entity Crimes Affidavit pursuant to Section 287.133, Florida Statutes.

ARTICLE 11 - INDEMNIFICATION

Consultant shall indemnify and hold harmless the County and its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant, in the performance of the contract.

ARTICLE 12 - INDEPENDENT CONSULTANT

Consultant undertakes performance of the services as an independent Consultant under this Agreement, and shall be wholly responsible for the methods of performance. The County shall have no right to supervise the methods used, but the County shall have the right to observe such performance. Consultant shall work closely with the County in performing services under this Agreement.

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ARTICLE 13 – EXTENT OF AGREEMENT

13.1 This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreement, either written or oral.

13.2 This Agreement may only be amended, supplemented, modified, changed or canceled by a duly executed written instrument.

ARTICLE 14 - COMPLIANCE WITH LAWS

In performance of the services, Consultant will comply with applicable regulatory requirements including federal, state, and local laws, rules regulations, orders, codes, criteria and standards.

ARTICLE 15 - INSURANCE

15.1 The Consultant shall purchase and maintain such commercial (occurrence form) or comprehensive general liability, workers compensation, professional liability, and other insurance as is appropriate for the services being performed hereunder by Consultant, its employees or agents. The amounts and types of insurance shall conform to the requirements set forth in Attachment "1".

ARTICLE 16 – ACCESS TO PREMISES

The County shall be responsible for providing access to all project sites, and for providing project-specific information.

ARTICLE 17 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Consultant shall consider all information provided by County and all reports, studies, calculations, and other documentation resulting from the Consultant's performance of the Services to be proprietary unless such information is available from public sources. Consultant

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shall not publish or disclose proprietary information for any purpose other than the performance of the services without the prior written authorization of County or in response to legal process.

ARTICLE 18 - UNCONTROLLABLE FORCES

18.1 Neither the County nor Consultant shall be considered in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

18.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

ARTICLE 19 - GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Nassau County.

ARTICLE 20 - MISCELLANEOUS

20.1 Non-waiver: A waiver by either County or Consultant of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the

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event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

20.2 Severability: Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

20.3 PUBLIC RECORDS

The County is a public agency subject to Chapter 119, Florida Statutes. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 530-6250, DMOODY@NASSAUCOUNTYFL.COM, 96161 NASSAU PLACE, YULEE, FLORIDA 32097. Under this agreement, to the extent that the Consultant is providing services to the County, and pursuant to section 119.0701, Florida Statutes, the Consultant shall:

- a. Keep and maintain public records required by the public agency to perform the service.
- b. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Consultant does not transfer the records to the public agency.
- d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the Consultant or keep and maintain public records required by the public agency to

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perform the service. If the Consultant transfers all public records to the public agency upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

20.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision, which is of the essence of the Agreement, be determined to be void.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

The County and Consultant each binds itself and its director, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

ARTICLE 22 - CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant 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 Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

ARTICLE 23 - OWNERSHIP OF DOCUMENTS

Consultant shall be required to work in harmony with other Consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of

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the County upon completion for its use and distribution as may be deemed appropriate by the County.

ARTICLE 24 - FUNDING

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the County Commission of the County of Nassau in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

ARTICLE 25 - NOTICE

25.1 Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

COUNTY

Nassau County Contract Management
96135 Nassau Place, Suite 6
Yulee, Florida 32097
904-530-6040
Fax: 904-321-2658
ghagins@nassaucountyfl.com

With a copy to the County Attorney at the same address.

CONSULTANT:

Witt O'Brien's, LLC
1201 15th Street, NW, Suite 600
Washington, DC 20005
202-585-0780
proposals@wittobriens.com

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25.2 Notices shall be effective when received at the address specified above. Changes in the respective addresses to which such notice may be directed may be made from time to time by any party by written notice to the other party. Email and facsimile are acceptable notice effective when received, however, notices received (i.e.; printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Consultant and County.

ARTICLE 26- DISPUTE RESOLUTION

The County may utilize this section, at their discretion, as to disputes regarding contract interpretation. The County may send a written communication to the Vendor by email, overnight mail, UPS, FedEx, or certified mail. The written notification shall set forth the County's interpretation of the contract. A response shall be provided in the same manner prior to the initial meeting with the County Manager. This initial meeting shall take place no more than twenty (20) days from the written notification of the dispute addressed to the Vendor. The Vendor should have a representative, at the meeting that can render a decision on behalf of the Vendor.

If there is no satisfactory resolution as to the interpretation of the contract, the dispute may be submitted to mediation in accordance with mediation rules as established by the Florida Supreme Court. Mediators shall be chosen by the County and the cost of mediation shall be borne by the Vendor. Vendor shall not stop work during the pendency of mediation or dispute resolution.

ARTICLE 27-PRIVATE WORK

The CONSULTANT(s) and any sub-CONSULTANT(s) shall be prohibited from performing private work in Nassau County while actively engaged in delivering services under this contract.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day
and year first written above.

Nassau County,
Board of County Commissioners



Pat Edwards
Its: Chair

Date: October 22, 2018

ATTEST TO CHAIR
SIGNATURE



JOHN A. CRAWFORD
Its: Ex-Officio Clerk

Approved as to form and legal
sufficiency:



MICHAEL MULLIN

ME5
10-24-18

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ATTEST:

Witt O'Brien's, LLC

(Corporate Secretary)

Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date: 10-15-18

CORPORATE ACKNOWLEDGEMENT

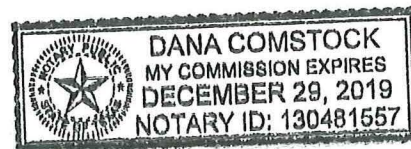
STATE OF Texas :
COUNTY OF Harris :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Greg Fenton, of, Witt O'Brien's, LLC A Delaware LLC Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 15th day of October, 2018.

Signature of Notary Public, State of Texas
~~State of Florida at Large~~

Dana Comstock
Print, Type or Stamp
Name of Notary Public



- ☒ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

- ☒ DID take an oath, or
☐ DID NOT take an oath.

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Exhibit "A"
SCOPE OF WORK

INTRODUCTION

- A. Nassau County, Florida (County) is seeking qualified, experienced and licensed firm(s) to provide Disaster Debris Monitoring Consulting Services, (further known as CONSULTANT(s)) for the County, in accordance with the terms, conditions, and specifications contained in this Request for Proposals (RFP). Selected bidders are expected to be extremely knowledgeable of Federal Emergency Management Agency (FEMA), Federal Highway Commission (FWA), Florida Department of Transportation (FDOT), Natural Resource Conservation Service (NRCS), US Army Corps of Engineers (USACE) and any other governmental agency's regulations, guidelines and operational policies which are pertinent to post disaster debris collection, monitoring, and Stafford Act Public Assistance claims.
- B. The emphasis of this Scope of Work is to ensure:
1. Worker and public safety as a TOP PRIORITY of ALL operations;
 2. Effective coordination of ALL operations and how one interrelates to the other;
 3. Expedient and effective emergency movement of debris during the first 72 hours post disaster, seeking to facilitate emergency ingress/egress of first responders search and rescue, fire suppression, and law enforcement efforts;
 4. The County has every opportunity to maximize ALL governmental reimbursement programs and any timeline based incentive programs.
- C. This RFP shall result in a contract between the bidder, and the County
- D. Successful bidders to this RFP shall be prohibited from simultaneously engaging in a contractual relationship with the County where the bidder is providing services of Debris Management (removal Services), Debris Monitoring, or Recovery (Public Assistance Consulting Services). No bidder may appear on a resulting ranking list for any two of the above RFP solicitations.
- E. Selected CONSULTANT(s) shall support the County during a disaster recovery effort and shall be responsible for the overall monitoring of debris collections performed by the County's Disaster Debris Management (Removal Services) (further known as CONTRACTOR(s)) in accordance with the Stafford Act and FEMA policies and guidelines. CONSULTANT(s) shall coordinate with the County and the CONTRACTOR(s) to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines. Services shall include monitoring debris collections in the field, Temporary Debris Management Sites (TDMS) and residential debris drop off sites, as well as data reporting and other related services. CONSULTANT(s) shall monitor the County's CONTRACTOR(s) performance including suggestions and assistance with implementing recommendations to improve efficiency.
- F. **NOTE:** Within this scope of work the term **shall** will be utilized as an interchangeable term used to indicate either a mandatory element or a bidder capability element of the scope of work, which the County may or may not utilize at their option given the depth and scope of each disaster impact to the county.
- G. The work will begin upon a verbal Notice to Proceed (NTP) from the County Manager, their designee, or the Nassau County Director of Emergency Management which will be followed by a written authorization from the County. No guarantee of minimum or maximum amounts per bid item is made or implied by the County under this agreement. No adjustment to bid prices will be considered due to the increases or decreases in estimated quantities.

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a. FEMA Disclaimer:

- a. This contract and pricing shall be made available to other governmental agencies within Nassau County, including Constitutional Offices, School Boards, Tax District Authorities and municipality;
- b. Notice shall be provided to Nassau County of all contracts for service secured within Nassau County.
- c. Any negotiated additional services shall be made available to Nassau County.

DEFINITIONS

ADMS - Automated Debris Management System

Beach Sand - Atlantic Ocean beach sand which contains fragments of sea shell mixed with quartz crystals making a colorful light brown mix. Shells and sand are smooth and polished from years of wind and water abrasion.

BOCC - The Nassau County Board of County Commissioners, the duly elected governing board of the County.

C&D - Construction and Demolition debris including, but not limited to concrete block, steel, glass, brick, etc.

Chipping - Reducing wood related material by mechanical means into small pieces to be used as mulch or fuel. Chipping and mulching are often used interchangeably.

Citizen's Disposal Sites (CDS)- Temporary Debris Storage Site(s), located at various points within the County for the gathering, storage of debris related to a severe weather event or any other natural or manmade disaster or emergency, designated specifically for Citizen's to bring collected vegetative debris. HTW and C&D debris will NOT be accepted at these sites.

Collection Coordinator – Nassau County Public Works Director or designee

CONSULTANT(s) – The consultant(s) which have been awarded a contract by the County to oversee and monitor the activities of the CONTRACTOR(s) as the agent of the County, consistent with FEMA guidelines.

CONSULTANT(s) Project Manager - The individual with the overall responsibility of monitoring the CONTRACTOR(S) disaster recovery and debris management (removal services) activities

CONTRACTOR(s) – The contractor(s) which have been awarded a contract by the County to manage and remove debris within the geographic boundaries of Nassau County, Florida

CONTRACTOR(s) Representative – The trained and qualified individual assigned to work in and physically located during entire Alpha and Bravo shifts in the EOC. This individual represents and coordinates the CONTRACTOR(s) working in the field and reports to the Infrastructure Branch Director who will be a designee of the County Manager.

DDMP – Disaster Debris Management Plan

Debris, Burnable - Scattered items and materials either broken, destroyed, or displaced by a natural disaster. Example: trees, construction and demolition material, personal property. These items are considered burnable.

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Debris Clearance - Clearing the major road arteries by pushing debris to the roadside to accommodate emergency traffic.

Debris Disposal - Placing mixed debris and/or residue from volume reduction operations into an approved landfill or recycling center.

Debris Manager - (DM) the Nassau County Public Works Director or designee

Debris Removal - Picking up debris and taking it to a temporary storage site or permanent landfill.

Electronic Waste (E-Waste) - loosely discarded, damaged, obsolete or broken electrical or electronic devices including, but not limited to, computers, computer monitors, televisions and microwaves.

Eligible Debris - All debris resulting from the incident required to be removed, hauled and disposed of as defined by FEMA. as determined by FEMA 325, Public Assistance Debris Management Guide means debris resulting from a Presidentially-declared disaster where removal, as determined by the County Manager or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property, or (3) ensure the economic recovery of the affected community to the benefit of the community at large.

EOC - Emergency Operations Center, located in Nassau County, Florida at location(s) designated by the County.

Federal Aid Eligible Roads - Roads that are paved, gravel or dirt and are eligible for repair or replacement. Roads not eligible for public assistance are private, homeowner association and roads that fall under the authority of the Federal Highway Administration.

FDEP - Federal Department of Environmental Protection.

FDOT - Florida Department of Transportation.

FEMA - Federal Emergency Management Agency, tasked with responding to, planning for, recovering from and mitigating against disasters.

FFWC - Florida Fish and Wildlife Commission.

FHWA - Federal Highway Administration

Garbage - Waste that is regularly picked up by the government agency. Example: food, plastics, wrapping, papers.

Government Debris Management Sites - Any site approved by the County for debris collection and/or reduction, including TDSRS's and Citizen Disposal Sites.

Hazardous Waste - Material and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive.

Household Hazardous Waste - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: 1) Toxic, 2) Flammable, 3) Corrosive and/or 4) Reactive.

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Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

HTW - Hazardous and/or Toxic Waste including, but not limited to mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled, etc.

Incident - Each disaster for which a Notice to Proceed is issued. In the event of multiple incidents occurring during ongoing recovery operations, the CONTRACTOR(S) will not be paid for mobilization unless additional TDSRS's are required due to the subsequent incident.

LSA - Logistical Staging Area, County designated location for the staging of disaster recovery resources including, but not limited to trucks, cranes, trailers, heavy equipment, etc.

Monitoring CONSULTANT(s) - The Consultant under contract with the County to provide oversight and management of disaster recovery and debris removal CONTRACTOR(S) S.

Mulch - The end product of the chipping or grinding of wood products.

Non-Burnable Debris - Includes, but not limited to, treated timber, plastic, glass, rubber products, metal products, sheet rock, cloth items, non-wood building materials and carpeting. Some non-burnable debris is recyclable. Recyclable debris includes metal products, trailer parts, household appliances, or uncontaminated soil.

NTP - Notice to Proceed, official written notice from the County Manager or designee instructing the CONSULTANT(s) to proceed with disaster recovery and debris removal activities as specified.

Recycling - The recovery and reuse of metals, soils, and construction materials that may have a residual monetary value.

ROW - Right of Way, including the land to which the County has title, or right of use, for the road and its structures and appurtenances.

Shall - this will be an interchangeable term used to indicate either a mandatory element or a bidder capability element of the RFP which the County may or may not utilize at their option given the depth and scope of each disaster impact to the county

Storage Site/TDSR - A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill, recycling center, or other final disposal site.

Stumps - Tree stumps with base cut measurements less than 2 feet in diameter will be disposed of with the same methods used for other burnable debris. Tree stumps larger than 2 feet in diameter will be disposed of by either splitting and burning or chipping/grinding. The method will be at the discretion of the Contractor.

TDSRS - Temporary Debris Storage and Reduction Site(s), including citizen disposal site(s), located at various points within the County for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.

White Goods - including, but not limited to refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters, etc.

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Work Sites – Any location at which the CONTRACTOR(S) is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

PROJECT MANAGEMENT AND PROCESS OVERSIGHT

- A. Project management and process oversight activities shall include, but not be limited to, the following:
1. CONSULTANT(s) shall appoint a Project Manager, fluent in the English language, who shall be the County's primary point of contact and shall be responsible for all services and personnel that are provided by the CONSULTANT(s). The CONSULTANT(s) shall appoint a Project Manager for a minimum of one year who will be fully knowledgeable with the scope and responsibilities of the Nassau County Recovery and Debris Management Plan(s).
 2. The CONSULTANT(s) shall be given a verbal Notice to Proceed (NTP) by the County Manager, their designee, or the Nassau County Director of Emergency Management followed by a written NTP. The Project Manager and other key personnel shall report to the County's Emergency Operations Center (EOC) within six (6) hours of the NTP by the County. Commencement of work shall begin no later than 24 hours of issuance of NTP. It is the intent of the County to issue a NTP twenty-four (24) to thirty-six (36) hours prior to a storm event depending on the magnitude of the event and likelihood of impact in order to allow sufficient time to prepare for commencement of operations.
- B. The Project Manager shall assist the County in developing a Debris Management Action Plan for the specific occurrence. CONSULTANT(s) may also be requested to assist in other debris recovery planning efforts such as identifying adequate TDMS, estimating debris quantities and developing disaster plans for debris clearance for emergency and essential vehicles following a disaster event.
- C. The Project Manager shall attend all meetings and briefings designated by the County. Daily meetings shall be conducted by the CONSULTANT with the County and CONTRACTOR(s) along with other essential personnel in order to confirm daily debris recovery activities and schedules, address and resolve issues or concerns, and discuss progress of the debris recovery effort.
- D. CONSULTANT(s) shall provide trained personnel to observe, direct, and document (including, but not limited to, Photographs and/or videos) the activities of the CONTRACTOR(s). CONSULTANT(s) shall be responsible for scheduling work for all of its personnel on a daily basis. The CONSULTANT(s), in corporation with the County, shall coordinate work assignments for the CONTRACTOR(s).
- E. CONSULTANT(s) shall monitor the CONTRACTOR(s) progress and record the progress daily, including mapping all streets and locations where debris was collected. **Electronic monitoring is required.**
- F. The CONSULTANT(s) and CONTRACTOR(s) shall be capable of being fully operational at the completion of the EMERGENCY "FIRST-PUSH" / ROAD CLEARANCE/ AKA: "CUT AND TOSS" completed within seventy-two (72) working hours immediately following the disaster event.

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- G. The CONTRACTOR(s) and County employees must request, through the County Manager, or their designee, work orders and field monitors from the CONSULTANT(s) before work is commenced. CONSULTANT(s) shall prepare all project worksheets, right-of-way entry forms and any other required forms for the work group (CONSULTANT(s), CONTRACTOR(s), and county employees).
- H. CONSULTANT(s) shall track and coordinate with County Manager, their designee, or the Nassau County Director of Emergency Management to respond to problems in the field and address citizen complaints, including commercial or residential property damage claims as a result of the debris removal.
- I. CONSULTANT(s) shall prepare FEMA worksheets and review worksheets with County Office of Management and Budget (OMB) staff.
- J. CONSULTANT(s) shall establish a Toll Free Hotline and Email Address for county residents to report debris.

CONSULTANT(s) PERSONNEL

- A. CONSULTANT(s) shall employ, at its expense, all necessary qualified and trained personnel required to perform the services under this RFP. Consistent with federal grant requirements addressing actual conflict of interest, or an appearance or perception of such, personnel employed by the CONSULTANT(s) shall not be employees of or have any contractual relationships with the County or any of the County's existing CONTRACTOR(s).
- B. CONSULTANT(s) shall have a professional staff with the knowledge, skills and training in order to monitor the disaster recovery process efficiently and effectively. Key staff shall demonstrate an extensive knowledge of FEMA, FHWA, NRCS, FDOT, FFWC and other applicable federal, state or local agency laws, regulations and policies as required to fulfill this Scope of Work.
- C. CONSULTANT(s) Project Manager shall have experience in the FHWA, FEMA and other applicable federal, state and local programs to assist the County in its disaster response and recovery efforts. Proper documentation by CONSULTANT(s) as required by FHWA and FEMA is required for all debris removal monitoring operations to ensure reimbursement to the County from the appropriate agency. If necessary, CONSULTANT(s) personnel shall possess any licenses or certifications that are required by federal, state or local law in order to perform such services.
- D. At the County's request, but no less than annually, CONSULTANT(s) shall submit an operations report that identifies key personnel and positions/classifications dedicated to this contract. CONSULTANT(s) shall update the operations report for any changes such as additions or deletions of staff. Any changes in key personnel, such as but not limited to, the Project Manager and Field Supervisors, must be approved by the County. The County retains the right to request personnel replacements.
- E. CONSULTANT(s) staffing plan shall include the positions listed below. CONSULTANT(s) may use other positions as necessary and as approved by the County. All such positions and applicable

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hourly rates, inclusive of any associated costs to provide services, shall be listed in the Price Proposal Form, and provided herein as Exhibit B.

1. Project Manager - Primary point of contact to the County; overall responsibility for all CONSULTANT(s) services and personnel.
 2. Field Supervisor - Responsible for a crew of Field Monitors.
 3. Field Monitor - Responsible for overseeing the CONTRACTOR(s)'s debris recovery activities and issuing load tickets.
 4. TDMS Monitor - Responsible for recording the volume of debris brought to a TDMS by the CONTRACTOR(s).
 5. Drop-Off Site Monitor - Responsible for determining the eligibility of users at the public debris Drop-Off Sites and issuing load tickets to the CONTRACTOR(s).
 6. TDMS/Drop-Off Site Security - Unarmed and non-sworn security at TDMSs and Drop-Off Sites when sites are not open.
 7. GIS Specialist - Responsible for coordinating GIS application with County GIS staff members.
 8. Data Entry Clerk - Responsible for tracking, verifying and entering load tickets or managing electronic entries from handheld scanning devices/platforms.
- F. CONSULTANT(s) TDMS personnel must wear OSHA-required safety equipment whenever at a TDMS and must adhere to all County, CONSULTANT(s) CONTRACTOR(s) site safety requirements, whichever provides a greater level of worker protection.
- G. CONSULTANT(s) Field personnel shall be identifiable by company printed shirts, hats, safety vests etc. along with vehicle placards.

TRAINING REQUIREMENTS AND EXERCISE PARTICIPATION

At the County's option and at NO COST to the County, the Offeror(s) (CONSULTANT (s)) who appear on any resulting ranked listing agree that by making a submission to this RFP and their acceptance to be placed on a resulting ranked listing they will:

- A. Physically meet with County Manager's designee and Nassau County Emergency Management in their offices in April or Earlier of each year for the purposes of pre-hurricane season coordination.
- B. Within six (6) months of acceptance of this agreement and annually in the month of April thereafter, the CONSULTANT(s) appearing on the ranked listing will participate in the development, maintenance, and annual review of the County Debris Management Plan. As a result of this effort, the CONSULTANT(s) shall further submit annually to the County their policies and procedural plan of its anticipated operations developed from the information contained in the County Debris Management Plan. At a minimum the CONSULTANT(S) plan shall provide detailed communications and information dissemination strategies, as well as how operations will be coordinated and accomplished, and thereby resulting in a signed agreement between the County and the CONTRACT(s).
- C. Participate in the county's annual hurricane exercise as the "debris CONSULTANT(s)". As part of this exercise, the CONSULTANT(s) participation may include functional or full scale exercises. However, the CONSULTANT(s) will not be expected to provide anything other than realistic simulated participation. During any such exercise(s) the CONSULTANT(s) shall include CONSULTANT(s) provided training in the use of its data management system.
- D. ALL CONSULTANT(s) will be required to have at least one representative physically present in the Emergency Operations Center (EOC) during the referenced exercises above, as well as subsequent to a Notice to Proceed (NTP) in actual disaster activations. These representatives

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shall be required to provide and demonstrate proof of certified training which is current with FEMA National Incident Management System (NIMS) standards for those working in an EOC.

MOBILIZATION AND PERFORMANCE SCHEDULE

- A. CONSULTANT(s) will provide continuous services, per the rates proposed and for the period specified in the Notice to Proceed. CONSULTANT(s) will mobilize a staff of sufficient size as determined by the County Manager, their designee, or the Nassau County Director of Emergency Management to adequately manage debris operations. During this period, the County Manager, their designee, or the Nassau County Director of Emergency Management will mutually provide daily updates on debris to be removed and estimate the time remaining for job completion. CONSULTANT(s) shall have one (1) trained and qualified representative physically located in the Nassau County Emergency Operations Center (EOC) no later than six (6) hours subsequent to the Notice to Proceed (NTP). Where not otherwise specified the Offeror shall indicate the timeframes required to mobilize their capabilities as part of their RFP submission. This will be a basis of scoring and any future determination of a failure to perform.
- B. The County may take such other actions as necessary to address the failure of the CONSULTANT(s) to mobilize resources on the schedule required by the County.

ANNUAL CONSULTATION WITH COUNTY

- A. At the option of the County, CONSULTANT(s) shall provide the following annual services for the annual payment as bid by the CONSULTANT(s) and contained herein:
1. At the County's option, CONSULTANT(s) shall attend up to three meetings annually for disaster event planning.
 2. At the County's option, CONSULTANT(s) shall attend, participate and facilitate annual meetings and/or training with the County.
 3. CONSULTANT(s) shall prepare and present a Nassau County specific written plan of operations, including a clear description of their strategic plan to accomplish this cope of Work, number of and specific personnel positions to be utilized, their qualifications, reporting relationships, individual duties, and methods to verify task completion and rectify issues which may arise. CONSULTANT(s) may subcontract duties and tasks and shall provide a list to the County annually of the Sub-CONSULTANT(s) it intends to engage.
 4. CONSULTANT(s) shall annually review and visit with County staff the TDMS to be used during the coming year.
 5. CONSULTANT(s) shall provide phone consultations and reference information to County staff upon request.

MEDIA INTERACTION

- A. The CONSULTANT(s), including all sub-CONSULTANT(s), will not provide any information to the media without the expressed written permission of the County Manager, their designee, or the Nassau County Director of Emergency Management, Emergency Management Director, or designated Public Information Officer (PIO). This includes on site interviews requested from any media outlet.

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- B. All inquiries by a member of the media will be directed to the PIO, and those from any elected official will be directed to the County Manager. The CONTRACTOR(s) will ensure this guidance is disseminated to all employees and all sub-CONTRACTOR(s) on this project.

CADAVER RECOVERY AND IDENTIFICATION

- A. Cadaver recovery and identification may be required during response operations. Crews will strictly adhere to stringent guidelines and protocols owing to the sensitive nature of the loss and for consideration of notifying surviving family members. The following guidelines will be followed while working in ALL areas and/or sectors in which cadaver recovery is necessary:
- B. Each crew leader is responsible for watching the debris pile and identifying any potential human remains. If found or suspected, the crew leader will immediately stop work in the area and notify the DM, who will be responsible for notifying appropriate law enforcement representatives in the Emergency Operations Center, and immediately follow with an appropriate notification to the County Manager, their designee, or the Nassau County Director of Emergency Management. The crew will remain at the site until released by the authority having jurisdiction.
- C. All crew members are forbidden from discussing the location, status, composition, sex, and especially the name of the deceased. Any individual found to be passing this information on about what they have seen will be immediately dismissed from the job. Proper next of kin notification procedures will be conducted by the responsible authority.

SAFETY

- A. CONSULTANT(s) shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. CONSULTANT(s) shall provide such safety equipment, training and supervision as may be required by the County and/or other governmental regulations. CONSULTANT(s) shall ensure that its subcontracts contain an equivalent safety provision.
- B. The CONTRACTOR(s) shall be solely responsible for pedestrian and vehicular safety and control within the assigned workspace and shall provide the necessary warning devices, barricades, and other devices necessary to meet federal and local requirements. At a minimum, one flag person shall be posted at each loading site to direct traffic.
- C. Closure or blocking of public streets and other rights-of-way shall not be permitted unless prior arrangements have been made with the County Manager, their designee, or the Nassau County Director of Emergency Management and is coordinated with appropriate departments. Traffic control is the responsibility of the CONTRACTOR(s) and shall be accomplished in conformance with local traffic codes.
- D. CONTRACTOR(s) shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and safety measures at the temporary debris staging sites. The CONTRACTOR(s) shall comply with all federal, state, and local safety regulations.
- E. The traffic control personnel and equipment shall be in addition to the personnel and equipment required for debris removal and hauling.

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- F. The CONTRACTOR(s) shall erect proper barricades, signs, and warning devices as necessary, for sidewalk and traffic closure/control when doing on-street grinding or debris removal.
- G. Any use of tools or equipment in an unsafe condition or manner or application of techniques or methods defined to be unsafe to life or property is strictly forbidden.

CONSULTANT(S) RESPONSIBILITIES AND EXPECTATIONS

A. Other Agreements

The County may be required to enter into agreements with Federal and/or State agencies for disaster relief. CONSULTANT(s) shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance. County shall provide CONSULTANT(s) with a copy of any applicable agreements.

B. CONSULTANT(s) Conduct of Work

CONSULTANT(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All CONSULTANT(s) personnel and Sub-CONSULTANT(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons.

C. Supervision by CONSULTANT(s)

CONSULTANT(s) shall supervise and/or direct all contracted services performed by its employees, agents and Sub-CONSULTANT(s). CONSULTANT(s) is solely responsible for all means, methods, techniques, safety and other procedures. CONSULTANT(s) shall employ and maintain a qualified Project Manager, their designee, at the work site(s) who shall have full authority to act on behalf of CONSULTANT(s). All communications given to the Project Manager, their designee, by the County Manager, their designee, or the Nassau County Director of Emergency Management or designee shall be as binding as if given to CONSULTANT(s).

The CONSULTANT(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the CONSULTANT(s) personnel and equipment shall be the responsibility of the CONSULTANT(s). Additionally, the CONSULTANT(s) shall pay for all materials, personnel, taxes, and fees necessary to perform the work.

D. CONSULTANT(s) Conduct and Self-Sufficiency

CONSULTANT(s) shall be responsible for planning and conducting all operations in a satisfactory and professional manner. All CONSULTANT(s) personnel and Sub-CONSULTANT(s) shall demonstrate and maintain a courteous and responsible demeanor toward all persons. The CONSULTANT(s) shall ensure that its work force, including Sub-CONSULTANT(s), maintain self-sufficiency related to fuel, vehicle repair/maintenance, housing, sanitation, food and related accommodations, in a manner that is consistent with local requirements and minimizing adverse effects on the community.

E. Multiple, Scheduled Passes

CONTRACTOR(s) shall make scheduled passes and/or unscheduled passes of each area impacted by the event, at the direction of the County. The County shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the County. The CONTRACTOR(s)

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shall document the completion of all passes based on the direction from the County and shall provide this documentation to the County on the frequency requested by the County.

F. "Clean As You Go" Policy

The CONTRACTOR shall ensure a "clean as you go" policy and supervise and enforce such policy during debris management operations.

The CONTRACTOR(s) shall exercise care so as operations not to generate litter during the removal process. The CONTRACTOR(s) shall clean up loose material in the immediate vicinity of the right-of-way. The CONTRACTOR(s) shall be responsible for the repair of any collateral damage caused to private or public property.

G. Damages by CONTRACTOR(s)

CONTRACTOR(s) shall be responsible for conducting all operations, whether contemplated by this agreement or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. CONTRACTOR(s) shall also be responsible for any damages due to the negligence of its employees and Sub-CONTRACTOR(s). CONTRACTOR(s) shall report such damage to the County Manager, their designee, or the Nassau County Director of Emergency Management in writing within 24 hours. Should any property be damaged due to negligence on the part of the CONTRACTOR(s), the County may either bill CONTRACTOR(s) for the damages, withhold funds due to CONTRACTOR(s), or the CONTRACTOR(s) may also repair all damage to the satisfaction of the County. The determination of whether "negligence" has occurred shall be made by the County.

1. The CONTRACTOR(s) shall be legally responsible for damage to public and private property while performing duties outlined in these specifications.
2. The CONTRACTOR(s) shall notify the County Manager, their designee, or the Nassau County Director of Emergency Management of any significant damage to public or private property or major problems, such as equipment failure or loss of qualified labor, on a daily basis.
3. All areas throughout the County where debris removal is accomplished and there is damage due to the CONTRACTOR(S) operations, the CONTRACTOR(S) shall be responsible for returning those areas to their original condition. All damages to pavement, sidewalk, curbs or any other infrastructure shall be repaired or restored to the satisfaction of the County.
4. The CONTRACTOR(s) shall be responsible for correcting any notices of violations issued as a result of the CONTRACTOR(s) or any Sub-CONTRACTOR(s) actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the County.
5. The CONTRACTOR(s) shall be responsible for paying any and all costs associated with violations of law or regulation relative to their activities. Such costs may include but are not limited to: site cleanup and/or remediation; fines, administrative or civil penalties; and third party claims imposed on the County by any regulatory agency or by any third party as a result of noncompliance with Federal or local environment laws and regulations or nuisance statutes by CONTRACTOR(s), their Sub-CONTRACTOR(s), or any other persons, corporations, or legal entities retained by the CONTRACTOR(s) under this contract.
6. The County Manager, their designee, or the Nassau County Director of Emergency Management or Debris Monitor shall have the right to require the selected CONTRACTOR(s) to redo any work that is not done satisfactorily and in accordance with the requirements and specifications stated herein.
7. Such work needing to be redone shall be performed promptly and at no additional cost to the County, either during or after the expiration of the resulting agreement.

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8. The CONTRACTOR(s) is responsible for the preservation of all public and private property including turf, landscaping, sidewalks, curbs, fences, driveways, and sprinkler heads and valves. If any direct or indirect damage occurs to public or private property, on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the CONTRACTOR(s), such property shall be restored by the CONTRACTOR(s) at their expense to a condition similar or equal to that existing before such damage or injury, or the CONTRACTOR(s) shall repair such damage in a manner acceptable to the County Manager, their designee, or the Nassau County Director of Emergency Management.
9. Whenever electric or telephone lines, gas lines, water lines or any other improvement, public or private, may be jeopardized by any authorized work done by the CONTRACTOR(s), the CONTRACTOR(s) shall consult the proper utility agency and homeowner and the County Manager, their designee, or the Nassau County Director of Emergency Management immediately notified.

H. Work Days/Hours

Work days and/or work hours shall be as directed by the County Manager, their designee, or the Nassau County Director of Emergency Management following consultation and notification to CONSULTANT(s). Working hours on holidays shall be at the discretion of the County.

I. Certifications

The CONTRACTOR(s) shall adhere to the process for certification of personnel and vehicles, to include the following:

1. Certification of Vehicles and Load Capacity

- a. CONTRACTOR(s) shall ensure that all equipment is certified in accordance with most current County/County procedures. After a disaster, the County, or their designated representative, shall begin the equipment certification at a pre-designated site, or at staging areas established by the CONTRACTOR(s).
- b. All CONTRACTOR(s) and Sub-CONTRACTOR(s) trucks shall have valid registrations, insurance and meet basic operational criteria including but not limited to tailgates or equivalent containment devices, tarps, etc., as well as all applicable motor vehicle safety requirements. Drivers shall possess valid licenses.
- c. Truck body dimensions shall be measured, and information recorded on certification forms with calculated capacity noted. Each truck shall receive two (2) placards, one each of which shall be affixed on opposite sides of the truck body. The truck driver shall be provided up to two (2) copies of the certification sheet for the CONTRACTOR(s) and sub-CONTRACTOR(s) records.

2. Certification of Personnel

The CONSULTANT(s) shall certify to the County that all CONTRACTOR(s) and Sub-CONSULTANT(s) personnel have received required and adequate training in relevant emergency response, disaster recovery, and debris management operations.

Upon request of the County, the CONSULTANT(s) shall provide documentation certifying the adequacy of the training, experience and capabilities of all CONSULTANT(s) and Sub-CONSULTANT(s) personnel, to include but not be limited to the following:

- a. Senior management personnel of the CONSULTANT(s) assigned to implement work authorizations pursuant to this agreement shall participate, upon request, in training and briefing sessions held by representatives of the County.

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- b. Senior, supervisory personnel of the CONSULTANT(s) and all Sub-CONSULTANT(s) thereto shall have received training in debris management and the implementation of the National Incident Management System.
- c. Personnel assigned by the CONSULTANT(s) as responsible for data management, invoicing and other documentation duties shall be trained in the data management concepts and approaches to be used by the County.
- d. Vehicle and equipment operators shall be fully licensed and certified, as required by applicable local, State and Federal statutes and regulations.

Upon their deployment for field operations, all CONSULTANT(s) and Sub-CONSULTANT(s) personnel shall be briefed or trained appropriately in their duties, responsibilities, and the procedures to be utilized throughout the debris management process, including safety procedures, load ticket management procedures, and accident reporting procedures.

3. Field Collection Monitoring

In order to obtain FEMA reimbursement for Eligible Debris, all loads must be monitored in the field by collection monitors. Specific activities shall include but not be limited to the following:

- a. CONSULTANT(s) shall provide qualified competent personnel to serve as Field Monitors and Field Supervisors, all of whom shall have an accredited high school diploma or GED as a minimum level of formal education. The primary function of Field Monitors is to verify that debris picked up by the CONTRACTOR(s) recovery crews is Eligible Debris and to issue debris load tickets for such Eligible Debris, either by hardcopy ticket or approved electronic format. Field Supervisors shall coordinate, oversee, verify for accuracy and completeness, and be held responsible for all the work performed by the Field Monitors under their supervision.
- b. CONSULTANT(s) shall train all Field Monitors and Field Supervisors prior to reporting Nassau County for assigned duties, and shall place a training emphasis that ensures proper FEMA documentation protocol requirements are instituted and followed. CONSULTANT(s) shall equip all Field Monitors and Field Supervisors with vehicle transportation and technology including cameras, computers, cellular phones, tablets, handheld scanners, GPS devices and other equipment as deemed necessary and/or appropriate.
- c. CONSULTANT(s) shall have Field Monitors stationed at designated Choke Points.
- d. CONSULTANT(s) shall also have roving Field Monitors that shall observe CONTRACTOR(s) operations to ensure that only Eligible Debris is removed from the areas designated by the County and the Presidentially-declared disaster area and to verify the proper loading and compaction of debris recovery equipment. Photographs of debris shall be taken as directed by the County and/or FEMA to verify the source and type of debris for reimbursement purposes. GPS coordinates and other location data may also be required. Trucks that are observed collecting material outside of the County or Presidentially-declared disaster area within the County limits or collecting other ineligible debris shall have all loads hauled that day deducted for billing and reimbursement purposes and all load tickets shall be invalidated.
- e. If a Field Monitor finds that the CONTRACTOR(s) work is not performed as specified by the County and/or does not comply with local, state, or federal (FEMA) requirements for debris collection activities, the Field Monitor must immediately initiate a stop work order (*process to be developed by the County, Consultant(s), and CONTRACTOR(s)*) and notify the Field

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Supervisor and CONSULTANT(s) Project Manager. All stop work orders must be documented and reported immediately to the County Manager or their designee.

- f. Field Monitors shall survey their assigned areas for issues or needs that would be described as unusual or out of the ordinary for the county, and record detailed information, including GPS and photo documentation, specific location, specific threat and any special circumstances regarding but not limited to the following: Hazardous Stumps and leaning trees (leaners), as well as a random sampling of hanging limbs (hangers). For Hazardous Stumps, Field Monitors shall also record the stump's diameter measured two feet up the trunk from the ground and the quantity of material needed to fill the resulting hole. Field Monitors shall also document, in detail, removal of Hazardous Stumps, leaners and hangers.
- g. Field Monitors shall be empowered to enforce the County's Clean-As-You-Go policy in regards to the CONTRACTOR(s) fulfilling their Scope of Work.
- h. CONSULTANT(s) shall provide adequate Site Monitors for each TDMS. The approved TDMS locations identified by the County for use shall be provided to the CONSULTANT(s) and CONTRACTOR(s) annually. The County reserves the right to add, remove or change TDMS locations are needed at the sole discretion of the County.
- i. CONSULTANT(s) shall be prepared to begin accepting debris at the TDMSs within 12 hours of notice from the County Manager or their designee.
- j. TDMS Monitor responsibilities shall include but not be limited to the following:
 - i. Ensure all loads of debris hauled to the TDMS site by the CONTRACTOR(s) and all loads of debris exiting the site are documented with properly completed load tickets. By completing the load ticket, the Site Monitor certifies that all information on the document is complete and accurate, including load volumes.
 - ii. Photograph loads of debris, as directed by the County or FEMA, and record load information with the photograph.
 - iii. Compile all load tickets and provide copies to the CONTRACTOR(s) in a format acceptable to the County and the collector's designated personnel.
 - iv. Obtain and verify the CONTRACTOR(s)'s fleet documentation. CONSULTANT(s) shall obtain from the CONTRACTOR(s) such documentation, including the make, model, license plate number, collector equipment number, measured and validated maximum volume in cubic yards, of the load bed of each piece of equipment to be utilized to transport debris and any other information necessary (including photographs) to comply with FEMA requirements. The measured volume shall be calculated from the actual physical measurement performed by the CONTRACTOR(s) and the reported volume shall be the same as shown on signs affixed to each piece of equipment.
 - v. Certify all debris vehicles at the TDMS beginning no later than 24 hours after the storm passes. CONSULTANT(s) shall update the fleet documents as the CONTRACTOR(s) adds or deletes vehicles from the collection fleet or when measurement calculations are modified through the random verification process. CONSULTANT(s) shall provide a methodology to the County Manager or their designee to periodically and randomly perform volume capacity County verifications of recovery vehicles. It shall be documented that ALL vehicles have been randomly checked at least once weekly, and shall never be checked at the same location (i.e. choke points, TDMS locations, or points of collection) twice in a row.

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- vi. Verify that all CONTRACTOR(s) equipment has been completely emptied prior to leaving the TDMS.
- vii. Observe all vehicles entering and exiting the TDMS to ensure that all vehicles are in good repair and safe to operate with secured sideboards and tailgates.
- k. Consultant shall provide or arrange for field operations trailers and generators at all TDMSs for exclusive use by their staff and County staff designated to monitor recovery efforts.
- l. Consultant shall provide Site Monitors for each Residential Drop-Off Site. Drop-Off Site Monitor responsibilities shall include, but not be limited to the following:
 - i. Ensure that only County residents are using the site, validating identification and address via driver's license, property tax statements, utility billing or other method acceptable to and approved by the County. If an individual is not a resident, it shall be the Site Monitor's responsibility to inform the individual of such in a professional and courteous manner, and provide them options within their own home county, or in other given situations how they can manage their debris as directed by the County.
 - ii. Assist with communicating to residents the proper handling and disposal practices and with disseminating information via flyers, electronic media and social networking applications as approved by the Contract Manager.
 - iii. Maintain a daily chronological record of the names, addresses, signatures, and method of identification accepted of ALL eligible site users and the type and quantity of debris brought to the site.
 - iv. Record and provide a copy of the completed load tickets in a format acceptable to the CONTRACTOR(s) so removal of debris is coordinated for removal from the Drop-Off Site.
 - v. Photograph debris, as directed by the County, to verify the source and type of debris.
- m. CONSULTANT(s) shall be responsible for the following items at all TDMS and Drop-Off Sites:
 - i. Verify that all sites have access control and security.
 - ii. Monitor the type of debris entering the sites, classify debris by FEMA protocols (including separation for recyclable materials that may be diverted from the waste stream such as metals) and ensure each type of waste is placed in its proper location.
 - iii. Assist with coordinating the logistics of the site to ensure safe and efficient traffic flow.
 - iv. Conduct periodic safety inspections to ensure the CONTRACTOR(s) is complying with safety regulations such as utilizing spotters, maintaining appropriate vehicle spacing buffers, properly controlling traffic and wearing proper protective equipment (PPE).
 - v. Be responsible for the end-of-day activities such as ensuring all operations have ceased for the day (as applicable) and all sites are closed and secured.
 - vi. Report safety or other hazards to the County Manager or their designee.

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DOCUMENTATION MANAGEMENT AND SUPPORT

A. ADMS

Per FEMA's Public Assistance Debris Monitoring Guide, policy document 327, advances in automated debris management tracking systems can now provide real-time, automated tracking and reporting for disposal and hauling activities. FEMA supports these advances and recognizes the benefits of these automated systems.

B. CONSULTANT(s) shall ensure applicable agency acceptability and provide electronic load tickets and/or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies which shall track and document the removal and management of all Eligible Debris. It shall continually be the responsibility of the CONSULTANT(s) to ensure that ALL load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies.

C. CONSULTANT(s) shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the County; these shall be turned over to the County at the end of each daily operational period. Copies of completed load tickets shall also be retained by the CONSULTANT(s), CONTRACTOR(s) vehicle driver, Sub-CONSULTANT(s) and the County. Additionally, these load tickets shall be scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck load and corresponding load ticket.

D. CONSULTANT(s) shall document all recovery work to ensure that proper records are maintained for load tickets and recover costs for state and federal reimbursement purposes. During the first 72 hours following a Presidentially-declared disaster, this may require documenting CONTRACTOR(s) activity and uses of manpower and equipment in order to document time and material reimbursements. This shall also include photographs, GPS locations and/or any other means of confirming activities, as well as any actual debris loaded and moved to staging for disposal; the emphasis of this effort shall be to maximize information and documentation for legally allowable state and federal reimbursement.

E. CONSULTANT(s) shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certification, project records, photos and manifests, and any other pertinent data necessary to support, maximize, and reduce the chances of contested state and federal (FEMA), reimbursements and any subsequent audits. CONSULTANT(s) shall take the lead, assisting the County in preparing reports necessary for reimbursement by FEMA, FHWA, and any other applicable state federal, or other applicable providers.

F. CONSULTANT(s) shall provide daily reports throughout the disaster and recovery efforts, including updates for the daily operations briefing or other such meetings, reports on the review and validation of the CONTRACTOR(s), cubic yard/tonnage reports providing for the number of trucks and volumes (cubic yard/tonnage) of debris received at each TDMS as well as a total for all TDMS(s), and a final closeout report following completion of debris recovery operations.

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- G. CONSULTANT(s) shall ensure that the processing of federal (FEMA) funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring accuracy of invoices, payroll, monitoring information reports, ADMS data, vehicle certifications and operating data.
- H. CONSULTANT(s) shall ensure all operations and deliverables that they, the CONTRACTOR(s), and the County produce are in full compliance with FEMA 327 Public Assistance Debris Monitoring Guide.
- I. CONSULTANT(s) shall retain documentation including financial and program records, and any change orders necessary to justify all charges and costs incurred in performing the work for at least three years following final payment by the County as FEMA sub-grantee as required by FEMA 322 Public Assistance Guide. The County shall have access to such records and documents as required for the purpose of inspection or audit.
- J. CONSULTANT(s) shall cooperate with all other CONSULTANT(s) and CONTRACTOR(s) in providing information as requested in a timely manner and in the specified format. Any and all documents, records, disks, photographs, original drawings, or other information is and shall become the physical property of the County for its use and/or distribution as may be deemed appropriate by the County.
- K. The CONSULTANT(s) shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for hand-written and scanned tickets. The ADMS features shall include, but are not limited to, the following:
1. Paperless, electronic (handheld device) load ticket generation and data collection
 2. Debris vehicle certification data capture
 3. Encrypted and secure field data transfer
 4. Accessible secure database for government and Disaster Debris Collector use. Database will be internet accessible by Disaster Debris Collector, County, State, Federal and other public entities as authorized by the County Manager, their designee, or the Nassau County Director of Emergency Management
 5. Minimal manual entry of load ticket data fields
 6. Automation of debris pick-up locations through the use of GPS technologies
 7. Evaluation of daily event staging using web-based reporting and GIS tools
 8. Coordination of Disaster Debris Collector invoices, FEMA documentation and applicant payment process-enabled through an integrated database management system
 9. CONSULTANT(s) shall use an ADMS during the performance of services under this agreement for managing collection, transport and disposal of debris.
- L. CONSULTANT(s) shall provide electronic load tickets (or electronic reports through ADMS acceptable to FEMA and other Federal or State reimbursement agencies) to track and document the removal and management of all Eligible Debris. CONSULTANT(s) shall ensure that the load tickets meet the requirements of FEMA and other Federal or State reimbursement agencies. CONSULTANT(s) shall retain original completed tickets either in hardcopy or electronically in an acceptable format on behalf of the County, which shall be turned over to the County daily. Copies of completed load tickets shall also be retained by the CONSULTANT(s), vehicle driver, Sub-CONSULTANT(s) and the Disaster Debris Collector. Additionally, these load tickets shall be

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scanned and incorporated into a master electronic file with a summary spreadsheet identifying each truck and ticket (load).

- M. Complete and submit to the County on FEMA approved disposal tickets, field inspection reports, and other data requested to provide substantiation for FEMA and State reimbursement. The CONSULTANT(s) shall submit samples of truck certification form, disposal/load ticket, and signage for sub-CONSULTANT(s) vehicles.
- N. Work closely with State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
- O. Maintain a database of the tickets and supporting documentation that is accessible via the internet for each event and make the web portal available for 90 days after final invoice is processed by the County after the event. CONSULTANT(s) shall retain the data per FEMA requirements. The data management system shall be established and accessible 48 hours before an event and reactivated as necessary for scheduled training activities.

P. Reports, Certifications and Documentation

CONSULTANT(s) shall submit periodic, written reports in a format required by the County documenting the progress of debris removal and disposal. These reports may include, but are not limited to:

1. Daily Reports

Daily reports shall 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. CONSULTANT(s) shall 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 within twenty-four (24) hours.

2. Weekly Summaries

A summary of all information contained in the daily reports as described in item A above, within two (2) days of the close of the week. At the request of the County, the data making up the weekly summaries shall also be submitted in electronic format, utilizing Microsoft Excel or Access. The submitted electronic weekly data shall include: Collection CONTRACTOR(s), load ticket number, load date, load location, truck yardage, percent full, calculated yardage (or weight if applicable) field monitor name/number, TDSR location, tower monitor name, debris materials categorization, and location of collection, e.g., ROW, Canal, Public Park, etc

3. Toll Free Hotline and Email Report

A weekly summary of all the communications with the citizens of Nassau County shall also be submitted with the weekly summaries listed above.

4. Report Delivery

The scheduling, point of delivery and receiving personnel for the debris operations report shall be directed by the County, in consultation with CONSULTANT(s).

5. Data Reconciliation

Reconciliation of data shall be accomplished weekly between the CONTRACTOR(s) and

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the County's representative. All discrepancies shall be resolved within five (5) business days.

6. Final Project Closeout

Upon final inspection and/or closeout of the project by the County, CONSULTANT(s) shall prepare and submit a detailed description of all debris management activities in an electronic spreadsheet, to include, but not limited to the total volume, by type of debris hauled, reduced and/or disposed of, final disposal locations and amounts of the debris managed by the CONSULTANT(s), plus the total cost of the project invoiced to the County. The CONSULTANT(s) shall provide, upon request of the County and no later than project closeout, a release of liens demonstrating that all Sub-CONSULTANT(s) to the CONSULTANT(s) have been fully paid. Agreement shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the County and/or government. Final project reconciliation shall be approved by the County.

SPECIFIC SERVICES

- A. Upon request by the County Manager or their designee, CONSULTANT(s) shall provide aerial (UAV derived) photographs of debris sites. Geo-located photographs and/or video shall be of a high resolution and clear, containing reference boundaries for location identification. CONSULTANT(s) may have to take several photographs/videos to produce one photograph of adequate quality that encompasses the entire debris site. If the photographs delivered are not of sufficient quality, as determined by the County Manager or their designee, the County shall not be obligated to pay for the related expenses. If the CONSULTANT(s) and County agree, photographs may be retaken at the CONSULTANT(s) expense. Photographs/videos shall be delivered to the County in hardcopy and electronic format acceptable to the County, and done so within five business days of request, weather permitting.
- B. CONSULTANT(s) shall provide other related services as requested by the County. Such services may include but are not limited of the following:
 - 1. Perform damage assessments to determine areas impacted, quantities of debris, and types of debris generated;
 - 2. Assist the County in obtaining any necessary permits, licenses and certificates as may be required to perform debris management work and in clarifying and resolving any compliance issues;
 - 3. Provide training to County staff as directed by the County Manager, their designee, or the Director of Emergency Management;
 - 4. Be prepared with appropriate equipment, vehicles, staffing and supervisors to oversee cleaning and disposal of debris from beaches, marshlands, canals and waterways.

ROLE AND RESPONSIBILITY OF DEBRIS MONITORING CONSULTANT

- A. The County may employ the services of a debris monitoring CONSULTANT(s) to provide oversight of the CONTRACTOR (S) operations. In this capacity, the CONSULTANT(s) shall act as the County's agent and has authority to act on its behalf, to ensure debris transported is eligible, is quantified correctly and is routed to minimize costs for transportation. The authorities vested in the monitor and a resolution process will be outlined when a Notice to Proceed (NTP) is issued.

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- B. The CONTRACTOR(s) shall supervise and direct the work, using qualified labor and proper equipment for all tasks. Safety of the CONTRACTOR(s) personnel and equipment shall be the responsibility of the CONTRACTOR(s). Additionally, the CONTRACTOR(s) shall pay for all materials, personnel, taxes, and fees necessary to perform the work.
- C. The county designated Collection Coordinator will be the final authority for resolution of issues.

CLAIMS RESOLUTION

- A. The CONTRACTOR(S) shall respond in writing to each claimant within fourteen (14) calendar days after claim is lodged with a copy to the County's designated representative. All claims shall be resolved by the CONTRACTOR(S) within thirty (30) calendar days after submission.
- B. Each CONTRACTOR(S) will submit all resolved claims to the County's designated representative. The CONTRACTOR(S) report to the County's designated representative must attest to the following:
 - 1. To the best of the CONTRACTOR(s) knowledge all data offered by the claimant must support that the claim is accurate and complete.
 - 2. The claims amount accurately reflects the claimant's actual incurred costs.
 - 3. Records of all claims including photos shall be provided in a spread sheet and submitted every thirty (30) days to include all paid claims, all outstanding claims and if any claim is over thirty (30) days, a reason for its delay.
 - 4. The CONTRACTOR(s) shall pay no claims unless a valid claim was submitted to the County's designated representative.

LOAD TICKETS AND TRUCK CERTIFICATIONS

The CONTRACTOR(S) will supply a standard load ticket and a standard truck certification document for use during the performance of the contract.

OVERTIME LABOR RATES

Overtime labor rates shall be paid in accordance with U.S. Department of Labor standards.

COST PROPOSAL

Unless otherwise indicated in this scope of services, all services performed under this contract shall be paid in accordance with Line Items specified in Exhibit B, as applicable. The County will not provide price adjustments for cost increases or decreases in the price of fuel. **However, tipping fees will be reimbursed at their actual cost (if applicable).**

RESTRICTION OF EQUIPMENT AND PERSONNEL

While equipment and personnel are assigned to work under this contract, such equipment and personnel cannot be used for any other debris management services within Nassau County.

END OF SCOPE OF WORK

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EXHIBIT "B"
PRICE PROPOSAL FORM
RFP 18-015 DEBRIS MONITORING CONSULTANT

POSITION	Estimated Hours		Hourly Rate	Total
Project Office/Principal	0	X	0	\$ 0 -
Project Manager	700	X	\$85.00	\$ \$59,500 -
Operations Manager	1900	X	\$60.00	\$ \$114,000 -
FEMA Reimbursement Manager	500	X	\$95.00	\$ \$47,500 -
Field Supervisor	8000	X	\$50.00	\$ \$400,000 -
Field Monitor	43000	X	\$35.50	\$ \$1,526,500 -
TDMS and Drop-Off Site Monitors	22000	X	\$35.50	\$ \$781,000 -
TDMS/Drop-Off Site Security	7560	X	\$35.50	\$ \$268,380 -
Data Manager	700	X	\$63.00	\$ \$44,100 -
Data Support Personnel	300	X	\$35.50	\$ \$10,650 -
GIS Specialist	200	X	\$63.00	\$ \$12,600 -
Operations Specialist	700	X	\$55.00	\$ \$38,500 -
Engineer/Scientist/Professional	400	X	\$115.00	\$ \$46,000 -
Environmental Consultant	700	X	\$95.00	\$ \$66,500 -
Environmental Field Technician	700	X	\$75.00	\$ \$52,500 -
Administrative Support	1200	X	\$28.50	\$ \$34,200 -
Data Entry Clerk (Paper Tickets as Back-Up if Needed)	200	X	\$28.50	\$ \$5,700 -

Aerial Photographs	Quantity		Unit Price	Total
Aerial Photo Package (5 Photos per Flight, different locations)	2	X	At Cost	\$ -
Photograph Copies (Duplicate of Original Approved Photo)	6	X	At Cost	\$ -
Additional Photographs (per photo, same flight, same location, different view)	5	X	At Cost	\$ -
Video			At Cost	
Additional location (one photo, same flight, different location)	5	X	At Cost	\$ -

Lump Sum Total \$3,507,630

THE ABOVE RATES INCLUDE SALARY COSTS, FRINGE BENEFITS, OVERHEAD,
OPERATING MARGIN & PROFIT. THEY DO NOT INCLUDE DIRECT EXPENSES.

*Attach Additional Pricing Sheets, if necessary.



Authorized Signature
Cheryl Joiner, Director - Contracts and Compliance

Printed Name & Title
Witt O'Brien's, LLC

Company Name
202-585-0780

Primary Phone #
202-524-9185

Fax #
27-2783923

Federal ID# or SS#

July 9, 2018

Date
1201 15th St. NW Suite 600

Street Address

County
Washington, DC

City, State
20005

Zip Code

GENERAL INFORMATION AND MINIMUM INSURANCE REQUIREMENTS

COMMERCIAL GENERAL LIABILITY INSURANCE

The Consultant shall purchase and maintain at the Consultant's expense Commercial General Liability insurance coverage (ISO or comparable Occurrence Form) for the life of this Contract. Modified Occurrence or Claims Made forms are not acceptable.

The Limits of this insurance shall not be less than the following limits:

Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
Fire Damage Limit (any one fire)	\$ 300,000
Medical Expense Limit (any one person)	\$ 10,000
Products & Completed Operations Aggregate Limit	\$2,000,000
General Aggregate Limit (other than Products & Completed Operations) Applies Per Project	\$2,000,000

General liability coverage shall continue to apply to "bodily injury" and to "property damage" occurring after all work on the Site of the covered operations to be performed by or on behalf of the additional insureds has been completed and shall continue after that portion of "your work" out of which the injury or damage arises has been put to its intended use.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE The

Consultant shall purchase and maintain at the Consultant's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers' Compensation Insurance – Unlimited

Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer's Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer's Endorsement

AUTOMOBILE LIABILITY INSURANCE

The Consultant shall purchase and maintain at the Consultant's expense Automobile Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Combined Single Limit – Each Accident	\$1,000,000
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Covered Automobiles shall include any auto owned or operated by the insured Consultant, insured Sub-subconsultant including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Consultant or Sub-subconsultant.

PROFESSIONAL LIABILITY (ERRORS & OMISSIONS)

This additional coverage will be required for all projects involving consultants, engineering services, architectural or design/build projects, independent testing firms and similar exposures.

The Consultant/Vendor shall purchase and maintain at the Consultant/Vendor's expense Professional Liability insurance coverage for the life of this Contract.

If the contract includes a requirement for Professional Liability or Errors and Omissions insurance, the minimum amount of such insurance shall be as follows:

Each Occurrence/Annual Aggregate	\$1,000,000
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Design Professional Liability coverage will be provided on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Agreement. If provided on a Claims Made Form, the coverages must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

Consultant shall require each of his Subconsultants to likewise purchase and maintain at their expense Commercial General Liability insurance, Workers' Compensation and Employer's Liability coverage, Automobile Liability insurance, Umbrella Liability, Environmental Liability, insurance coverage meeting the same limit and requirements as the Consultants insurance.

Certificates of Insurance acceptable to Nassau County Board of County Commissioners for the Consultant/Vendor's insurance must be received within ten (10) days of Notification of Selection and at time of signing Agreement.

Certificates of Insurance and the insurance policies required for this Agreement shall contain an endorsement that coverage afforded under the policies will not be cancelled or allowed to expire until at least thirty (30) days prior written notice has been given to Nassau County Board of County Commissioners.

Certificates of Insurance and the insurance policies required for this Agreement will include a provision that policies, except Workers' Compensation and Professional Liability, are primary and noncontributory to any insurance maintained by the Consultant.

Nassau County Board of County Commissioners must be named as an Additional Insured and endorsed onto the Commercial General Liability (CGL), Auto Liability and Umbrella Liability policy (ies). A copy of the endorsement(s) must be supplied to Nassau County Board of County Commissioners ten (10) days following the execution of the agreement or prior to the first date of services, whichever comes first.

CGL policy Additional Insured Endorsement must include Ongoing and Completed Operations (Form CG2010 11 84 **OR** Form CG2010 04 13 and GC2037 04 13 edition or equivalent). Other Additional Insured forms might be acceptable but only if modified to delete the word "ongoing" and insert the sentence "Operations include ongoing and completed operations".

CGL policy shall not be endorsed with Exclusion - Damage to Work performed by Subcontractors on Your Behalf (CG2294 or CG2295)

CGL policy shall not be endorsed with Contractual Liability Limitation Endorsement (CG2139) or Amendment of Insured Contract Definition (CG 2426)

CGL policy shall not be endorsed with Exclusion - Damage to Premises Rented to you (CG 2145)

CGL policy shall include broad form contractual liability coverage for the Consultants covenants to and indemnification of the Authority under this Contract

Certificates of Insurance and the insurance policies required for this Agreement shall contain a provision under General Liability, Auto Liability and Workers' Compensation to include a Waiver of Subrogation clause in favor of Nassau County Board of County Commissioners.

All Certificates of Insurance shall be dated and shall show the name of the insured Consultant, the specific job by name and job number, the name of the insurer, the policy number assigned its effective date and its termination date and a list of any exclusionary endorsements.

All Insurers must be authorized to transact insurance business in the State of Florida as provided by Florida Statute 624.09(1) and the most recent Rating Classification/Financial Category of the insurer as published in the latest edition of "Best's Key Rating Guide" (Property-Casualty) must be at least A- or above.

All of the above referenced Insurance coverage is required to remain in force for the duration of this Agreement and for the duration of the warranty period. Accordingly, at the time of submission of final application for payment, Consultant shall submit an additional Certificate of Insurance evidencing continuation of such coverage.

If the Consultant fails to procure, maintain or pay for the required insurance, Nassau County Board of County Commissioners shall have the right (but not the obligation) to secure same in the name of and for the account of Consultant, in which event, Consultant shall pay the cost thereof and shall furnish upon demand, all information that may be required to procure such insurance. Nassau County Board of County Commissioners shall have the right to back-charge Consultant for the cost of procuring such insurance. The failure of Nassau County Board of County Commissioners to demand certificates of insurance and endorsements evidencing the required insurance or to identify any deficiency in contractors coverage based on the evidence of insurance provided by the Consultant shall not be construed as a waiver by Nassau County Board of County Commissioners of contractor's obligation to procure, maintain and pay for required insurance.

The insurance requirements set forth herein shall in no way limit Consultants liability arising out of the work performed under the Agreement or related activities. The inclusions, coverage and limits set forth herein are minimum inclusion, coverage and limits. The required minimum policy limits set forth shall not be construed as a limitation of Consultant's right under any policy with higher limits, and no policy maintained by the Consultant shall be construed as limiting the type, quality or quantity of insurance coverage that Consultant should maintain. Consultant shall be responsible for determining appropriate inclusions, coverage and limits, which may be in excess of the minimum requirements set forth herein.

If the insurance of any Consultant or any subconsultant contains deductible(s), penalty(ies) or self-insured retention(s), the Consultant or Subcontractor whose insurance contains such provision(s) shall be solely responsible for payment of such deductible(s), penalty(ies) or self-insured retention(s).

The failure of Consultant to fully and strictly comply at all times with the insurance requirements set forth herein shall be deemed a material breach of the Agreement.