



Meeting Date: 10/5/2016  
From (Dept): City Clerk/City Manager  
Signature: [Signature]  
Department Director  
Approved for  
Agenda: [Signature]  
City Manager

**Official Use Only**  
Reviewed by  
City Attorney: 10-5-2016  
Council Action: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUBJECT:** Contract for disaster recovery in the case of a catastrophic storm or event.

**Request For Approval:** Agreement #AGR2016-48, Grubbs Emergency Services, LLC

**SUMMARY EXPLANATION & BACKGROUND:**

The City contracted with Grubbs previously by piggybacking on a contract with Marion County. Agreement expired in 2012. Since Marion County no longer contracts with Grubbs for this service, contractor has provided us with the option to piggyback on Osceola County's agreement. Proposed 1 year term. In the event of a natural disaster, FEMA would likely cover the cost of utilizing this service. Piggyback option eliminates need to prepare RFP and the City had a positive working relationship with Grubbs in the past.

**FISCAL INFORMATION:** Pricing per fee schedule provided for in Osceola County contract.

**RECOMMENDED ACTION:** Approve Agreement #AGR2016-48

Initiated by: MR

**AGREEMENT #AGR2016-48**  
**AGREEMENT BETWEEN CITY OF DUNNELLON AND**  
**GRUBBS EMERGENCY SERVICES, LLC**

**THIS AGREEMENT** is made and entered into between the CITY OF DUNNELLON, a political subdivision of the State of Florida, 20750 River Drive, Dunnellon, Florida 34431, hereinafter referred to as the “CITY,” and Grubbs Emergency Services, LLC, 13365 W. Hillsborough Avenue, Tampa, Florida 33635, hereinafter referred to as the “CONTRACTOR.”

**WITNESSETH:**

**WHEREAS**, the CITY lies in the State of Florida and, as such, may experience massive destruction wrought by the impact of a hurricane landfall, violent storms spawning tornadoes, and other natural and/or manmade disasters; and

**WHEREAS**, the CITY desires to obtain the services of the CONTRACTOR to provide and perform emergency disaster debris removal and disposal services; and

**WHEREAS**, it is understood that the City of Dunnellon agrees to “Piggyback” RFP-09-286-LM, Agreement for Disaster Recovery Services between Osceola County, Florida, and Grubbs Emergency Services, LLC, as approved by the Osceola County Board of County Commissioners on July 6, 2009, and as amended on January 10, 2011, May 8, 2012, May 1, 2013, June 18, 2014, December 3, 2014 and March 6, 2015 (collectively referred to as the “Grubbs-Osceola Contract” all attached hereto as Exhibit “A”) subject to the modifications described herein.

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

**SECTION 1. AGREEMENT**

The City agrees to the terms and conditions of the Grubbs Osceola Contract subject to the modifications thereto specified within this Agreement. To the extent of any conflict between this Agreement and that of the Grubbs Osceola Contract, the terms and conditions of this Agreement shall prevail.

**SECTION 2. TERM**

The effective date of this Agreement shall be the date it is executed by the last party to execute it. Unless terminated earlier as provided therein, the term of this Agreement shall be for a period of one (1) year from its Effective Date.

**SECTION 3. JURISDICTION/VENUE**

The laws of the State of FLORIDA shall govern this Agreement. Venue of this Agreement shall be in Marion County, FLORIDA.

**SECTION 4. CONTACT INFORMATION**

Contact information for CITY and CONTRACTOR are as follows:

City of Dunnellon  
20750 River Drive  
Dunnellon, Florida 34431  
Attention: City Clerk  
Phone: 352-465-8500  
Fax: 352-465-8505

Gruggs Emergency Services, LLC  
P.O. Box 468  
Aripeka, Florida 34679  
Attention: John G. Grubbs  
Phone: 352-796-7127  
Fax: 352-797-7598

**IN WITNESS WHEREOF**, the parties have caused their duly authorized officers to execute this Agreement on this 10<sup>th</sup> day of October 2016.

City of Dunnellon, Florida

Grubbs Emergency Services, LLC

\_\_\_\_\_  
Nathan Whitt, Mayor

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Dawn M. Bowne, MMC  
City Clerk/Interim City Manager

EXHIBIT "A"

AMENDMENT #6  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 13365 W. Hillsborough Avenue, Tampa, Florida 33635, hereinafter referred to as the "CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009, as amended on January 10, 2011, May 8, 2012, May 1, 2013, June 18, 2014 and December 3, 2014 between the COUNTY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 23. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to extend the term through June 30, 2018.

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

1. Section 1 shall be amended to read as follows:

**SECTION 1. TERM.**

The term of this Agreement is amended to extend through June 30, 2018 and may be extended when in the best interest of the County.

2. This change shall be effective upon this Amendment being executed by both parties.
3. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 6 day of MARCH, 2015.

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]  
County Manager/Designee

ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

By: \_\_\_\_\_  
Clerk/ Deputy Clerk of the Board                      Date

GRUBBS EMERGENCY SERVICES, LLC

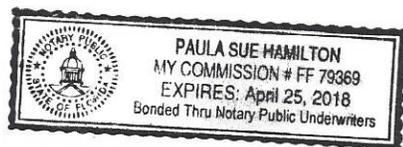
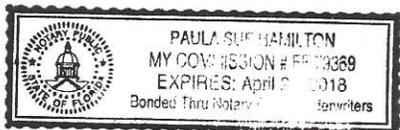
By: [Signature]  
Title: Managing Member  
Date: March 16, 2015

STATE OF FLORIDA  
COUNTY OF PASCO

The foregoing instrument was executed before me this 16 day of March, 2015, by John G. Grubbs, as Managing Member of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

Commission Expires: \_\_\_\_\_

[Signature]  
NOTARY PUBLIC, State of Florida





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
2/19/2015

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

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

<b>PRODUCER</b> Killingsworth Agency 19259 Cortez Blvd. P. O. Box 1750 Brooksville FL 34605-1750		<b>CONTACT NAME:</b> Danielle Healis <b>PHONE (A/C, No, Ext):</b> (352) 796-1451 <b>FAX (A/C, No):</b> (352) 799-5986 <b>E-MAIL ADDRESS:</b>																						
<b>INSURED</b> Grubbs Emergency Services LLC P.O. Box 468 Aripeka FL 34679		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Seneca Specialty Insurance Co</td> <td>10729</td> </tr> <tr> <td>INSURER B:</td> <td>American States Ins. Co.</td> <td>19704</td> </tr> <tr> <td>INSURER C:</td> <td>United Specialty</td> <td>12537</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Seneca Specialty Insurance Co	10729	INSURER B:	American States Ins. Co.	19704	INSURER C:	United Specialty	12537	INSURER D:			INSURER E:			INSURER F:		
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INSURER F:																								

**COVERAGES** CERTIFICATE NUMBER: 15-16 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY					
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	BAG10108293	2/10/2015	2/10/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY					
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	01CI72544320	10/3/2014	10/3/2015	BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				Medical payments \$ 2,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0		USA4076252	2/10/2015	2/10/2016	EACH OCCURRENCE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Limits shown are those in effect at policy inception date.

Re: RFP-14-03718-LA, Debris Removal Agreement with Osceola County  
Osceola County Board of County Commissioners and Osceola County are named as additional insureds on the General Liability and Auto Liability policies for Liability arising from the provisions of products or services of Osceola County by the Named Insured. The General Liability policy contains additional insured endorsement CG2010. The General Liability policy contains a waiver of Subrogation in favor of Osceola County. Coverage shall be primary/non-contributory on General Liability.

<b>CERTIFICATE HOLDER</b>  Osceola Co Board of County Commissioners c/o Director of Human Resources 1 Courthouse Square Suite 4700 Kissimmee, FL 34741	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  Danielle Healis/CLARE <i>Danielle H. Healis</i>

# CERTIFICATE OF LIABILITY INSURANCE

Date  
1/15/2015

**Producer:** Plymouth Insurance Agency  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

**This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.**

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

## Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																				
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																				
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																				
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence Aggregate																				
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? <b>NO</b> If Yes, describe under special provisions below.	WC 71949	01/01/2015	01/01/2016	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;">WC Statutory Limits</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/>	WC Statutory Limits	<input type="checkbox"/>	OTH-ER			E.L. Each Accident			\$1,000,000		E.L. Disease - Ea Employee			\$1,000,000		E.L. Disease - Policy Limits			\$1,000,000
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	E.L. Disease - Ea Employee			\$1,000,000																						
	E.L. Disease - Policy Limits			\$1,000,000																						
Other		<b>Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616</b>																								

### Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company": Client ID: 82-65-070

**Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC**

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

#### Project Name:

FAX: 727-863-5003 / ISSUE 05-07-10 (CF)Reissued 12/10/12 (SH) / Reissued 12/9/13 (SH) / REISSUE 03-11-14 (TD)

Begin Date 4/26/2010

#### CERTIFICATE HOLDER

OSCEOLA COUNTY  
ATTN: HOLLY WILKINSON  
3 COURTHOUSE SQUARE, STE 219  
KISSIMMEE, FL 34741

#### CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

*John A. ...*

**AMENDMENT #5  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC**

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 13365 W. Hillsborough Avenue, Tampa, Florida 33635, hereinafter referred to as the "CONTRACTOR.

***WITNESSETH:***

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009, as amended on January 10, 2011, further amended on May 8, 2012, May 1, 2013 and June 18, 2014 between the COUNTY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 23. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to extend the term through June 30, 2015 at Year Five Pricing.

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

1. Section 1 shall be amended to read as follows:

**SECTION 1.      TERM.**

The term of this Agreement is amended to extend through June 30, 2015 and may be extended when in the best interest of the County.

2. This change shall be effective upon this Amendment being executed by both parties.
3. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the \_\_\_\_ day of \_\_\_\_\_, 2014.

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

By: \_\_\_\_\_  
County Manager/Designee

ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

By: \_\_\_\_\_  
Clerk/ Deputy Clerk of the Board                      Date

GRUBBS EMERGENCY SERVICES, LLC

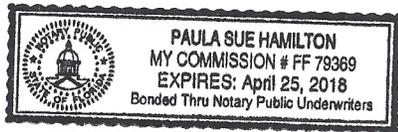
By: \_\_\_\_\_  
Title: Manager  
Date: 11/25/2014

STATE OF Florida  
COUNTY OF Pasco

The foregoing instrument was executed before me this 25 day of November, 2014, by John G Grubbs, as manager of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

Commission Expires:  
May 25, 2018

Paula Sue Hall  
NOTARY PUBLIC, State of Florida



**AMENDMENT #4  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC**

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 13365 W. Hillsborough Avenue, Tampa, Florida 33635, hereinafter referred to as the "CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009, as amended on January 10, 2011, further amended on May 8, 2012, and May 1, 2013 between the COUNTY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 23. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to extend the term through December 28, 2014 at Year Five Pricing.

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

1. Section 1. Term shall be deleted in its entirety and replaced with the following:

**SECTION 1. TERM.**

The term of this Agreement is amended to extend through December 28, 2014 and may be extended when in the best interest of the County.

2. The Agreement is hereby amended to add the following:

**SECTION 34. PUBLIC EMERGENCIES.**

It is hereby made a part of this Agreement that before, during, and after a public emergency, disaster, hurricane, tornado, flood, or other acts of God, Osceola County shall require a "First Priority" for goods and services. It is vital and imperative that the health, safety, and welfare of the citizens of Osceola County are protected from any emergency situation that threatens public health and safety as determined by the COUNTY. The CONTRACTOR agrees to rent/sell/lease all goods and services to the COUNTY or governmental entities on a "first priority" basis. The COUNTY

expects to pay contractual prices for all products and/or services under this Agreement in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God. Should the CONTRACTOR provide the COUNTY with products and/or services not under this Agreement, the COUNTY expects to pay a fair and reasonable price for all products and/or services rendered or contracted in the event of a disaster, emergency, hurricane, tornado, flood, or other acts of God.

**Section 12 Public Records is deleted in its entirety and replaced with the following:**

**SECTION 35. PUBLIC RECORDS COMPLIANCE.**

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law. If CONTRACTOR will act on behalf of the COUNTY, as provided under section 119.011(2), Florida Statutes, the CONTRACTOR, subject to the terms of section 287.058(1) (c), Florida Statutes, and any other applicable legal and equitable remedies, shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service; and
  - b) Provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law; and
  - 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; and
  - d) Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the CONTRACTOR upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirement. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the county.
  - e) If the CONTRACTOR does not comply with a public records request, the COUNTY shall enforce the contract provisions in accordance with the contract.
4. These changes shall be effective upon this Amendment being executed by both parties.
  5. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 19<sup>th</sup> day of June, 2014.

BOARD OF COUNTY COMMISSIONERS  
OF OSCEOLA COUNTY, FLORIDA

By: [Signature]  
County Manager/Designee

ATTEST:  
OSCEOLA COUNTY CLERK OF THE BOARD

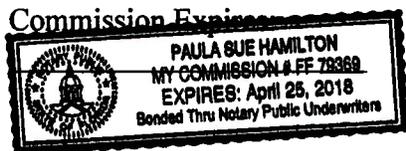
By: \_\_\_\_\_  
Clerk/ Deputy Clerk of the Board Date

GRUBBS EMERGENCY SERVICES, LLC

By: [Signature]  
Title: Managing Member  
Date: 05/23/2014

STATE OF Florida  
COUNTY OF PASCO

The foregoing instrument was executed before me this 23 day of May, 2014, by John G. Grubbs, as Managing Member of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.



[Signature]  
NOTARY PUBLIC, State of Florida

**AMENDMENT #3  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC**

**THIS AMENDMENT** is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 1115 South Main Street, Brooksville, Florida 32601, hereinafter referred to as the "CONTRACTOR."

***WITNESSETH:***

**WHEREAS**, the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009, as amended on January 10, 2011 and May 8, 2012, between the COUNTY and the CONTRACTOR; and

**WHEREAS**, pursuant to Section 23. Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and

**WHEREAS**, the purpose of this Amendment is to extend the term through June 28, 2014, and to amend **Exhibit "B"**, Pricing Schedule to add Year Five Pricing.

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

1. Section 1. Term is hereby amended to read as follows::

**SECTION 1. TERM**

The term of this Agreement shall extend from the period beginning June 29, 2009 and continuing through June 28, 2014 and may be extended when in the best interest of the COUNTY.

2. **Exhibit "B"**, Pricing Schedule is hereby amended to add Year Five Pricing as follows:

**Exhibit "B"**  
**Year Five Pricing Schedule**  
*(Year Four Pricing has been carried forward and will apply as Year Five Pricing)*

Project Management Category	Unit Price Per Hour for Year 5
Project Principal	\$0.00
Project Manager	\$0.00
Field Superintendent	\$65.00
Field Supervisor	\$55.00
Data Technician	\$0.00
Administrative Assistant	\$0.00

Work Crew Category	Unit Price Per Hour for Year 5
Equipment Operator-Front End Loader	\$20.00
Equipment Operator-Skid Steer Loader	\$15.00
Equipment Operator-Articulating Loader	\$20.00
Equipment Operator-Dump Truck	\$15.00
Equipment Operator-Flat Bed Truck	\$15.00
Equipment Operator-Trailer Mounted Mulcher	\$20.00
Equipment Operator-Backhoe	\$15.00
Equipment Operator-Clam Shell	\$25.00
Equipment Operator-Crane	\$50.00
Tool Operator(i.e. chain saw)	\$31.00
Traffic Controller	\$31.00
Laborer	\$31.00

<b>Equipment and Specification</b>	<b>Unit Price Per Hour for Year 5</b>
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	\$35.00
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	\$35.00
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	\$40.00
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	\$50.00
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	\$60.00
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	\$100.00
Breaker, Hand Held Pavement, Weight, 25-90 pounds	\$25.00
Breaker, Pavement, To 70 Horsepower	\$25.00
Breaker, Pavement, To 105 Horsepower	\$25.00
Breaker, Pavement, To 137 Horsepower	\$25.00
Breaker, Pavement	\$25.00
Bucket, Clamshell, Capacity, 1 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 2.5 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 5 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 7.5 Cubic Yard	\$75.00

<b>Equipment and Specification</b>	<b>Unit Price Per Hour for Year 5</b>
Chain Saw, Bar Length, 16 Inches	\$0.00
Chain Saw, Bar Length, 25 Inches	\$0.00
Chain Saw Pole, Bar Length, 18 Inches	\$0.00
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	\$30.00
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	\$40.00
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	\$50.00
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	\$60.00
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted	\$65.00
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	\$80.00
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	\$100.00
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	\$110.00
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	\$110.00
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	\$115.00
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	\$120.00
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	\$125.00

<b>Equipment and Specification</b>	<b>Unit Price Per Hour for Year 5</b>
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	\$180.00
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	\$250.00
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	\$350.00
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	\$500.00
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	\$600.00
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	\$900.00
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	\$50.00
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	\$75.00
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	\$100.00

<b>Equipment and Specification</b>	<b>Unit Price Per Hour Year 5</b>
Fork Lift, Capacity 50,000, To 215 Horsepower	\$110.00
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	\$45.00
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	\$45.00
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	\$50.00
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	\$50.00
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	\$110.00

Equipment and Specification	Unit Price Per Hour Year 5
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	\$120.00
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	\$90.00

<b>Equipment and Specification</b>	<b>Unit Price Per Hour Year 5</b>
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	\$90.00
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower	\$0.00

<b>Equipment and Specification</b>	<b>Unit Price Per Hour for Year 5</b>
Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower	\$0.00
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower	\$0.00
Sweeper, Pavement, To 110	\$50.00
Sweeper, Pavement, To 150	\$50.00
Sweeper, Pavement, To 200	\$50.00
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mower	\$85.00
Trailer, Dump, Capacity, 30 Cubic Yard	\$95.00
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mower	\$100.00
Trailer, Equipment, Capacity 30 tons	\$90.00
Trailer, Equipment, Capacity 40 tons	\$90.00
Trailer, Equipment, Capacity 60 tons	\$100.00
Trailer, Equipment, Capacity 120 tons	\$100.00
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower	\$50.00
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower	\$50.00
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower	\$50.00
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower	\$50.00

<b>Equipment and Specification</b>	<b>Unit Price Per Hour for Year 5</b>
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower	\$65.00
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower	\$95.00
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 150,000 pounds, To 150 Horsepower	\$50.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower	\$50.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower	\$75.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower	\$90.00

<b>Equipment and Specification</b>	<b>Unit Price Per Hour for Year 5</b>
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450	\$100.00
Truck Knuckle Boom, add flatbed truck to truck mounted crane	\$140.00
Truck Pick-up, To 130 Horsepower	\$50.00
Truck Pick-up, To 180	\$50.00
Truck Pick-up, To 230	\$50.00
Truck Pick-up, To 280	\$75.00
Truck Tractor, To 210	\$75.00
Truck Tractor, To 265	\$75.00
Truck Tractor, To 310	\$75.00
Truck Tractor, To 350	\$75.00
Tub Grinder, To 400 Horsepower	\$450.00
Tub Grinder, To 500 Horsepower	\$450.00
Tub Grinder, To 600 Horsepower	\$500.00
Tub Grinder, To 700 Horsepower	\$500.00
Tub Grinder, To 800 Horsepower	\$550.00

Equipment and Specification	Unit Price Per Hour for Year 5
Tub Grinder, To 900 Horsepower	\$550.00
Tub Grinder, 1,000 Horsepower	\$550.00

Exhibit B-3 Hazardous Stump Size (Diameter)	Unit Price Per Stump Year 5
12" to 23", Pulling Method	\$0.00
24" to 48", Pulling Method	\$50.00
49" to 72", Pulling Method	\$75.00
73" and greater, Pulling Method	\$75.00
73" and greater ( out of the ground)	\$75.00
12" to 23", Grinding Method	\$25.00
24" to 48", Grinding Method	\$25.00
49" to 72", Grinding Method	\$30.00
73" and greater, Grinding Method	\$30.00

**Reference Notes \*1 :**The removal of the stump shall be treated as regular vegetative debris, however, the CONTRACTOR's rate shall include to repair the area of the stump removal.

**Reference Notes \*2:** The diameter of the stump is measured two (2) feet up from the ground.

**Reference Notes \*3:** The rate includes removal, load and haul, trimming of roots, restoration of the site including sodding, and final disposal.

**Reference Notes \*4:** The rate is for loading and hauling only. The cost for pulling it out of the ground is not applicable.

**Reference Notes\*5:** It shall be assumed that the tree has previously cut flush to the ground. The cost of the tree cutting is included in Exhibit B-5.

Exhibit B-4 Debris Type	Note Reference	Unit Price Per Cubic Yard Year 5
Vegetative Debris	*1	\$19.50
Construction and Demolition and White Goods		\$18.00

<b>Exhibit B-5 Removal of Tree-Diameter Breast Height (DBH) (inches)</b>	<b>Note Reference</b>	<b>Unit Price Per Tree Year 5</b>
12" to 23" inches	*1	\$10.00
24" to 48" inches		\$20.00
49" to 72" inches		\$30.00
73" and greater		\$35.00

**Reference Notes\* 1:** The rate includes the cutting of the tree flush to the ground and sufficient field reduction as required for loading into a haul vehicle.

<b>Exhibit B-6 Hazardous/Eligible Limb Quantity per Tree</b>	<b>Note Reference</b>	<b>Unit Price Per Tree Year 5</b>
1 to 5	*1	\$15.00
6 and greater		\$15.00
<b>Ineligible Limb Per Tree (less than 2" in diameter)</b>		<b>Unit Price Per Tree Year 5</b>
<b>One or more limbs</b>		<b>\$50.00</b>

**Reference Notes \*1 :** Removal of tree limbs must satisfy the hazardous limb criteria of at least 2 inches in diameter and 2 feet in length.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

3. These changes shall be effective upon this Amendment being executed by both parties.
4. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the \_\_\_ day of \_\_\_\_\_, 2013.

**OSCEOLA COUNTY, FLORIDA**

By: \_\_\_\_\_  
County Manager/Designee

**GRUBBS EMERGENCY SERVICES, LLC**

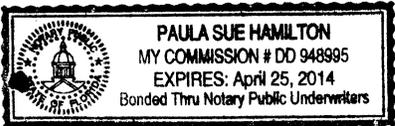
By: \_\_\_\_\_  
Title: Managing Member  
Date: April 11, 2013

STATE OF Florida  
COUNTY OF Hernando

The foregoing instrument was executed before me this 11 day of April, 2013, by John Gary Grubbs, as Manager of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced personally known as identification.

Commission Expires: \_\_\_\_\_

Paula Sue Hamilton  
NOTARY PUBLIC, State of Florida



**AMENDMENT #2  
TO THE AGREEMENT BETWEEN  
OSCEOLA COUNTY AND GRUBBS EMERGENCY SERVICES, LLC**

**THIS AMENDMENT is made and entered between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY," and Grubbs Emergency Services, LLC, 1115 South Main Street, Brooksville, Florida 32601, hereinafter referred to as the "CONTRACTOR."**

*W I T N E S S E T H:*

**WHEREAS, the COUNTY the COUNTY desires to maintain the professional services of the CONTRACTOR to continue to provide and perform emergency disaster debris removal and disposal services as further described in the Agreement RFP-09-286-LM, approved by the Board of County Commissioners on July 6, 2009 and as amended January 10, 2011; and**

**WHEREAS, pursuant to Section 23, Modifications, the covenants, terms and provisions of the Agreement may be modified by way of a written instrument, mutually accepted by the parties; and**

**WHEREAS, the parties desire to amend Exhibit "B" Pricing Schedule and to renew the term of the Agreement for one (1) additional year.**

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

- 1. The term of the Agreement shall extend for the period beginning June 29, 2012 and continuing through June 28, 2013, and may be extended when in the best interest of the County.**
- 2. Exhibit "B" Pricing Schedule shall be amended to add the Year Four Pricing Schedule, attached hereto and made a binding part hereof.**
- 3. Pricing for Year Four shall remain the same as the pricing for Year Three of the agreement.**
- 4. The Agreement shall be amended to include the following Sections:**

**SECTION 31**

**EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY)**

**In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government**

to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontract, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

**SECTION 32**                      **SOVEREIGN IMMUNITY**

The COUNTY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section, article or paragraph of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature, and the cap on the amount and liability of COUNTY for damages, attorney fees and costs, regardless of the number or nature of claims in tort, equity or contract, shall not exceed the dollar amount set by the Florida Legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the COUNTY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

**SECTION 33**                      **PROJECT MANAGERS.**

The COUNTY and the CONTRACTOR have identified individuals as Project Managers, listed below, who shall have the responsibility for managing the work performed under this Agreement. The person or individual identified by the CONTRACTOR to serve as its Project Manager for this Agreement, or any replacement thereof, is subject to prior written approval and acceptance of the COUNTY. If the COUNTY or CONTRACTOR replace their current Project Manager with another individual, an amendment to this agreement shall not be required. The COUNTY will notify the CONTRACTOR, in writing, if the current COUNTY Project Manager is replaced by another individual.

A.     The COUNTY Project Manager's contact information is as follows:

Danny Sheaffer, Solid Waste Manager  
Osceola County Public Works Department

750 South Bass Road  
Kissimmee, Florida 34746  
Phone: 407-742-7752  
Email: [dshe@osceola.org](mailto:dshe@osceola.org)

B. The CONTRACTOR Project Manager's contact information is as follows:

Paula Sue Hamilton, Contract Administrator  
Grubbs Emergency Services, LLC  
P.O. Box 12113  
Brooksville, Florida 34603-2113  
Phone: 352-796-7127  
Email: [pshamilton@grubbses.com](mailto:pshamilton@grubbses.com)

5. These changes shall be effective upon this Amendment being executed by both parties.
6. The terms and conditions of the original Agreement and any subsequent Amendment(s) shall remain in full force and effect. To the extent of any conflict between this Amendment and the original Agreement or any prior Amendment(s) thereto, the terms and conditions of this Amendment shall prevail.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment effective the 8<sup>th</sup> day of May, 2012.

**OSCEOLA COUNTY, FLORIDA**

By: [Signature]  
County Manager/Designee

**GRUBBS EMERGENCY SERVICES, LLC**

By: R V Jylc

Title: manager

Date: April 17, 2012

STATE OF Florida  
COUNTY OF Hernando

The foregoing instrument was executed before me this 17 day of April, 2012, by Ralph V. Jylc, as manager of Grubbs Emergency Services, LLC, who personally swore or affirmed that he is authorized to execute this Amendment and thereby bind the Corporation, and who is personally known to me OR has produced \_\_\_\_\_ as identification.

Commission Expires:

[Signature]  
NOTARY PUBLIC, State of Florida



**REVISED**  
**Exhibit "B"**  
**Year Four Pricing Schedule**  
*(Year Three Pricing has been carried forward and will apply as Year Four Pricing)*

<b>Project Management Category</b>	<b>Unit Price Per Hour for Year 4</b>
Project Principal	\$0.00
Project Manager	\$0.00
Field Superintendent	\$65.00
Field Supervisor	\$55.00
Data Technician	\$0.00
Administrative Assistant	\$0.00

<b>Work Crew Category</b>	<b>Unit Price Per Hour for Year 4</b>
Equipment Operator-Front End Loader	\$20.00
Equipment Operator-Skid Steer Loader	\$15.00
Equipment Operator-Articulating Loader	\$20.00
Equipment Operator-Dump Truck	\$15.00
Equipment Operator-Flat Bed Truck	\$15.00
Equipment Operator-Trailer Mounted Mulcher	\$20.00
Equipment Operator-Backhoe	\$15.00
Equipment Operator-Clam Shell	\$25.00
Equipment Operator-Crane	\$50.00
Tool Operator(i.e. chain saw)	\$31.00
Traffic Controller	\$31.00
Laborer	\$31.00

Equipment and Specification	Unit Price Per Hour for Year 4
Aerial Lift, Self-Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor	\$35.00
Aerial Lift, Self-Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor	\$35.00
Aerial Lift, Self-Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor	\$40.00
Aerial Lift, Self-Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor	\$50.00
Aerial Lift, Self-Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor	\$60.00
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor	\$100.00
Breaker, Hand Held Pavement, Weight, 25-90 pounds	\$25.00
Breaker, Pavement, To 70 Horsepower	\$25.00
Breaker, Pavement, To 105 Horsepower	\$25.00
Breaker, Pavement, To 137 Horsepower	\$25.00
Breaker, Pavement	\$25.00
Bucket, Clamshell, Capacity, 1 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 2.5 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 5 Cubic Yard	\$75.00
Bucket, Clamshell, Capacity, 7.5 Cubic Yard	\$75.00

Equipment and Specification	Unit Price Per Hour for Year 4
Chain Saw, Bar Length, 16 Inches	\$0.00
Chain Saw, Bar Length, 25 Inches	\$0.00
Chain Saw Pole, Bar Length, 18 Inches	\$0.00
Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted	\$30.00
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted	\$40.00
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted	\$50.00
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted	\$60.00
Chipper Brush, Chipping Capacity, 19 inches, To 200 Horsepower, Trailer Mounted	\$65.00
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted	\$80.00
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted	\$100.00
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted	\$110.00
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower	\$110.00
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower	\$115.00
Crane, Maximum Lift Cap, 27 Metric Tons, To 200 Horsepower	\$120.00
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower	\$125.00
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower	\$180.00

Equipment and Specification	Unit Price Per Hour for Year 4
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower	\$250.00
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds	\$350.00
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds	\$500.00
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds	\$600.00
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds	\$900.00
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower	\$50.00
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower	\$75.00
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower	\$100.00

Equipment and Specification	Unit Price Per Hour Year 4
Fork Lift, Capacity 50,000, To 215 Horsepower	\$110.00
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower	\$45.00
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower	\$45.00
Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower	\$50.00
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower	\$50.00
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower	\$110.00

Equipment and Specification	Unit Price Per Hour Year 4
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower	\$110.00
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower	\$120.00
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower	\$120.00
Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower	\$90.00



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/15/2012

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

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

<b>PRODUCER</b> Killingsworth Agency 19259 Cortez Blvd. P. O. Box 1750 Brooksville FL 34605-1750	<b>CONTACT NAME:</b> Danielle Healis <b>PHONE (A/C No. Ext):</b> (352) 796-1451 <b>E-MAIL ADDRESS:</b>	<b>FAX (A/C No.):</b> (352) 799-5986
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Grubbs Emergency Services LLC P.O. Box 468 Aripeka FL 34679	<b>INSURER A:</b> Seneca Specialty Insurance Co	
	<b>INSURER B:</b> General Ins. Co. of America	
	<b>INSURER C:</b> Century Surety Ins. Co	
	<b>INSURER D:</b> American Zurich Insurance Co	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER: 12-13** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		BAG1010829	2/10/2012	2/10/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GENL AGGREGATE LIMIT APPLIES PER:					
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
B	AUTOMOBILE LIABILITY		01CI50249510	10/3/2011	10/3/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> \$10,000 PIP					PIP-Basic \$ 10,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		CCP744997	2/10/2012	2/10/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000					
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		EC69228411	3/25/2012	3/25/2013	WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
	Equipment Floater					Rented Equipment Limit - \$143,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Limits shown are those in effect at policy inception date. e-mail: hwil@osceola.org

<b>CERTIFICATE HOLDER</b> Osceola County 3 Courthouse Square Suite 219 Kissimmee, FL 34741	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> Danielle Healis/CLARE <i>Danielle H. Healis</i>

ACORD 25 (2010/05)

INS025 (201005) 01

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# CERTIFICATE OF LIABILITY INSURANCE

Date  
1/6/2012

**Producer:** Lion Insurance Company  
2739 U.S. Highway 19 N.  
Holiday, FL 34691  
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

**Insurers Affording Coverage**

NAIC #  
11075

**Insured:** South East Personnel Leasing, Inc. & Subsidiaries  
2739 U.S. Highway 19 N.  
Holiday, FL 34691

Insurer A: Lion Insurance Company  
Insurer B:  
Insurer C:  
Insurer D:  
Insurer E:

**Coverages**

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits																
		<b>GENERAL LIABILITY</b> <input type="checkbox"/> Commercial General Liability <input checked="" type="checkbox"/> Claims Made <input type="checkbox"/> Occur <hr/> General aggregate limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC				Each Occurrence \$ Damage to rented premises (EA occurrence) \$ Med Exp \$ Personal Adv Injury \$ General Aggregate \$ Products - Comp/Op Agg \$																
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> Any Auto <input type="checkbox"/> All Owned Autos <input type="checkbox"/> Scheduled Autos <input type="checkbox"/> Hired Autos <input type="checkbox"/> Non-Owned Autos				Combined Single Limit (EA Accident) \$ Bodily Injury (Per Person) \$ Bodily Injury (Per Accident) \$ Property Damage (Per Accident) \$																
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> Occur <input type="checkbox"/> Claims Made Deductible				Each Occurrence \$ Aggregate \$																
A		<b>Workers Compensation and Employers' Liability</b> Any proprietor/partner/executive officer/member excluded? If Yes, describe under special provisions below.	WC 71949	01/01/2012	01/01/2013	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">X</td> <td style="text-align: center;">WC Statutory Limits</td> <td style="text-align: center;">OTH-ER</td> <td></td> </tr> <tr> <td></td> <td>E.L. Each Accident</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Ea Employee</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. Disease - Policy Limits</td> <td></td> <td style="text-align: right;">\$1,000,000</td> </tr> </table>	X	WC Statutory Limits	OTH-ER			E.L. Each Accident		\$1,000,000		E.L. Disease - Ea Employee		\$1,000,000		E.L. Disease - Policy Limits		\$1,000,000
X	WC Statutory Limits	OTH-ER																				
	E.L. Each Accident		\$1,000,000																			
	E.L. Disease - Ea Employee		\$1,000,000																			
	E.L. Disease - Policy Limits		\$1,000,000																			

Other

Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616

**Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions:**

Client ID: 82-65-070

Coverage only applies to active employee(s) of South East Employee Leasing Services, Inc. that are leased to the following "Client Company":

Sun West Acquisition Corp. dba Grubbs Emergency Services, LLC

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in Florida.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name:

FAX: 727-863-5003 / ISSUE 05-07-10 (CF)

Begin Date: 4/26/2010

**CERTIFICATE HOLDER**

OSCEOLA COUNTY  
ATTN: HOLLY WILKINSON  
3 COURTHOUSE SQUARE, STE 219  
KISSIMMEE, FL 34741

**CANCELLATION**

Should any of the above described policies be canceled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

*J. L. ...*

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<a href="#">Events</a>	<a href="#">No Name History</a>	<input type="button" value="Submit"/>			
<b>Detail by Entity Name</b>					
<b><u>Foreign Limited Liability Company</u></b>					
GRUBBS EMERGENCY SERVICES, LLC					
<b><u>Filing Information</u></b>					
Document Number	M03000001704				
FE/EIN Number	880474477				
Date Filed	05/23/2003				
State	WY				
Status	ACTIVE				
Last Event	LC AMENDMENT				
Event Date Filed	11/04/2011				
Event Effective Date	NONE				
<b><u>Principal Address</u></b>					
20 SOUTH BROAD STREET BROOKSVILLE FL 34601					
<b><u>Mailing Address</u></b>					
20 SOUTH BROAD STREET BROOKSVILLE FL 34601					
<b><u>Registered Agent Name &amp; Address</u></b>					
THE HOGAN LAW FIRM, LLC 20 SOUTH BROAD STREET BROOKSVILLE FL 34601 US					
Name Changed: 02/17/2004					
<b><u>Manager/Member Detail</u></b>					
<b>Name &amp; Address</b>					
Title MGR					
TAGLIA, R. VICTOR 801 S. BROAD ST. BROOKSVILLE FL 34601					
Title MGR					
HOGAN, THOMAS S JR. 20 S BROAD ST BROOKSVILLE FL 34601					
<b><u>Annual Reports</u></b>					
<b>Report Year Filed Date</b>					
2010 02/26/2010					

2011 01/12/2011  
2012 02/29/2012

**Document Images**

- [02/29/2012 – ANNUAL REPORT](#)
- [11/04/2011 – LC Amendment](#)
- [01/12/2011 – ANNUAL REPORT](#)
- [02/26/2010 – ANNUAL REPORT](#)
- [03/12/2009 – ANNUAL REPORT](#)
- [02/06/2008 – ANNUAL REPORT](#)
- [02/26/2007 – ANNUAL REPORT](#)
- [02/16/2006 – ANNUAL REPORT](#)
- [04/19/2005 – ANNUAL REPORT](#)
- [04/02/2004 – ANNUAL REPORT](#)
- [02/17/2004 – ANNUAL REPORT](#)
- [05/23/2003 – Foreign Limited](#)

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State of Florida, Department of State

## **AGREEMENT**

**THIS AGREEMENT** is made by and between OSCEOLA COUNTY, a political subdivision of the State of Florida, 1 Courthouse Square, Kissimmee, Florida 34741, hereinafter referred to as the "COUNTY", and Grubbs Emergency Services, LLC., 1115 South Main Street, Brooksville, Florida 34601, hereinafter referred to as the "CONTRACTOR".

### ***WITNESSETH:***

**WHEREAS**, the COUNTY has competitively solicited for Emergency Disaster Debris Removal & Disposal Services, pursuant to RFP-09-286-LM; and,

**WHEREAS**, the CONTRACTOR has exhibited by its response to the solicitation that it is capable of providing the required services; and,

**WHEREAS**, the parties hereto have agreed to the terms and conditions cited herein based on said solicitation;

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

#### **SECTION 1.        TERM.**

The term of this Agreement shall extend for the period beginning June 29, 2009 through June 28, 2012, and may be extended when in the best interest of the COUNTY.

#### **SECTION 2.        SCOPE OF SERVICES.**

The CONTRACTOR will furnish and install all necessary labor, materials, and equipment to complete the services set forth in Exhibit "A" which is attached hereto and incorporated herein.

#### **SECTION 3.        OBLIGATIONS OF THE CONTRACTOR.**

Obligations of the CONTRACTOR shall include, but not be limited to, the following:

- A. It is understood that the CONTRACTOR shall provide and pay for all labor, tools, materials, permits, equipment, transportation, supervision, and any and all other items or services, of any type whatsoever, which are necessary to fully complete and deliver the services requested by the COUNTY, and shall not have the authority to create, or cause to be filed, any liens for labor and/or materials on, or against, the COUNTY, or any property owned by the COUNTY. Such lien,

attachment, or encumbrance, until it is removed, shall preclude any and all claims or demands for any payment expected by virtue of this Agreement.

- B. The CONTRACTOR will ensure that all of its employees, agents, sub-contractors, representatives, volunteers, and the like, fully comply with all of the terms and conditions set herein, when providing services for the COUNTY in accordance herewith.
- C. The CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences, safety programs, and procedures necessary to properly and fully complete the work set forth in the Scope of Services.
- D. The CONTRACTOR will maintain an adequate and competent staff, and remain authorized to do business within the State of Florida. The CONTRACTOR may subcontract the services requested by the COUNTY; however, the CONTRACTOR is fully responsible for the satisfactory completion of all subcontracted work.
- E. The CONTRACTOR shall use appropriate tools and/or equipment which are in good repair and proper working order, so as to enable the CONTRACTOR to complete the services required hereby.

**SECTION 4. STANDARD OF CARE.**

- A. The CONTRACTOR has represented to the COUNTY that it possesses a level of knowledge, experience, and expertise that is commensurate with firms in the areas of practice required for the services to be provided. By executing this Agreement, the CONTRACTOR agrees that the CONTRACTOR will exercise that degree of care, knowledge, skill, and ability as any other similarly situated contractor possessing the degree of skill, knowledge, experience, and expertise within the local area, working on similar activities. The CONTRACTOR shall perform the services requested in an efficient manner, consistent with the COUNTY's stated scope of services and industry standards.
- B. The CONTRACTOR covenants and agrees that it and its employees, agents, sub-contractors, representatives, volunteers, and the like, shall be bound by the same standards of conduct as stated above.

**SECTION 5. COMPENSATION.**

- A. The amount to be paid under this Agreement for services rendered will be paid for the term of this Agreement, in accordance with the pricing schedule set forth in Exhibit "B" which is attached hereto and made a binding part hereof.
- B. Compensation for services completed by the CONTRACTOR will be paid in accordance with section 218.70, Florida Statutes, Florida's Prompt Payment Act.
- C. Services to be performed in accordance with this Agreement are subject to the annual appropriation of funds by the COUNTY. In its sole discretion, the COUNTY reserves the right to forego use of the CONTRACTOR for any project which may fall within the Scope of Services listed herein. In the event the COUNTY is not satisfied with the services provided by the CONTRACTOR, the COUNTY will hold any amounts due until such time as the CONTRACTOR has appropriately addressed the problem.

**SECTION 6. TERMINATION.**

Either party may terminate this Agreement, with or without cause, given thirty (30) days written notice to the other party.

**SECTION 7. PAYMENT WHEN SERVICES ARE TERMINATED.**

- A. In the event of termination of this Agreement by the COUNTY, and not due to the fault of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services performed prior to the effective date of termination.
- B. In the event of termination of this Agreement due to the fault of the CONTRACTOR, or at the written request of the CONTRACTOR, the COUNTY shall compensate the CONTRACTOR for all services completed, prior to the effective date of termination, which have resulted in a usable product, or otherwise tangible benefit to the COUNTY. All such payments shall be subject to an off-set for any damages incurred by the COUNTY resulting from any delay occasioned by early termination. This provision shall in no way be construed as the sole remedy available to the COUNTY in the event of breach by the CONTRACTOR.

**SECTION 8. INSURANCE.**

A. The CONTRACTOR shall maintain the following types of insurance, with the respective limits, and shall provide proof of same to the COUNTY, in the form of a Certificate of Insurance prior to the start of any work hereunder:

1. AUTOMOBILE:
  - a. Combined Single Limit: \$500,000.00 per accident,

**OR**

- b. Bodily Injury: \$500,000.00 per person,  
**AND**  
Property Damage: \$500,000.00 per accident;

2. GENERAL LIABILITY: \$1,000,000.00 each occurrence;
3. GENERAL AGGREGATE: \$2,000,000.00;
4. EXCESS COVERAGE: \$1,000,000.00;
5. PRODUCTS LIABILITY: \$2,000,000.00; and,
6. WORKERS' COMPENSATION: Employers' liability insurance which covers the statutory obligation for all persons engaged in the performance of the work required hereunder with limits not less than \$1,000,000.00 per occurrence. Evidence of qualified self-insurance status will suffice for this subsection. The CONTRACTOR understands and acknowledges that it shall be solely responsible for any and all medical and liability costs associated with an injury to itself and/or to its employees, sub-contractors, volunteers, and the like, including the costs to defend the COUNTY in the event of litigation against same.

B. The CONTRACTOR shall name the "Osceola County Board of County Commissioners" as a certificate holder and/or as additional insured, to the extent of the services to be provided hereunder, on all required insurance policies, and provide the COUNTY with proof of same.

C. The CONTRACTOR shall provide the COUNTY's Procurement Services with a Certificate of Insurance evidencing such coverage for the duration of this Agreement. Said Certificate of Insurance shall be dated and show:

1. The name of the insured CONTRACTOR,
2. The specified job by name and job number,
3. The name of the insurer,
4. The number of the policy,

5. The effective date,
  6. The termination date,
  7. A statement that the insurer will mail notice to the COUNTY at least thirty (30) days prior to any material changes in the provisions or cancellation of the policy.
- D. Receipt of certificates or other documentation of insurance or policies or copies of policies by the COUNTY, or by any of its representatives, which indicates less coverage than is required, does not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements specified herein.
- E. The CONTRACTOR shall ensure that any sub-contractor(s), hired to perform any of the duties contained in the Scope of Services of this Agreement, maintain the same insurance requirements set forth herein. In addition, the CONTRACTOR shall maintain proof of same on file and made readily available upon request by the COUNTY.

**SECTION 9. COUNTY OBLIGATIONS.**

At the CONTRACTOR's request, the COUNTY agrees to provide, at no cost, all pertinent information known to be available to the COUNTY to assist the CONTRACTOR in providing and performing the required services.

**SECTION 10. ENTIRE AGREEMENT.**

This Agreement, including referenced exhibits and attachments hereto, constitutes the entire agreement between the parties and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matters set forth herein, and any such prior agreements or understandings shall have no force or effect whatsoever on this Agreement.

**SECTION 11. APPLICABLE LAW, VENUE, JURY TRIAL.**

The laws of the State of Florida shall govern all aspects of this Agreement. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall lie in Osceola County, Florida. The parties hereby waive their right to trial by jury in any action, proceeding or claim, arising out of this Agreement, which may be brought by either of the parties hereto.

**SECTION 12. PUBLIC RECORDS.**

The CONTRACTOR understands that by virtue of this Agreement all of its documents, records and materials of any kind, relating to the relationship created hereby, shall be open to the public for inspection in accordance with Florida law.

**SECTION 13. INDEPENDENT CONTRACTOR.**

This Agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the CONTRACTOR, its employees, sub-contractors, representatives, volunteers, and the like, will be an independent contractor and not an employee of the COUNTY for all purposes, including, but not limited to, the application of the following, as amended: the Fair Labor Standards Act minimum wage and overtime payments, the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State of Florida revenue and taxation laws, the State of Florida workers' compensation laws, the State of Florida unemployment insurance laws, and the Florida Retirement System benefits. The CONTRACTOR will retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONTRACTOR's activities and responsibilities hereunder.

**SECTION 14. APPLICABLE LICENSING.**

The CONTRACTOR, at its sole expense, shall obtain all required federal, state, and local licenses, occupational and otherwise, required to successfully provide the services set forth herein.

**SECTION 15. COMPLIANCE WITH ALL LAWS.**

The CONTRACTOR, at its sole expense, shall comply with all laws, ordinances, judicial decisions, orders, and regulations of federal, state, county, and municipal governments, as well as their respective departments, commissions, boards, and officers, which are in effect at the time of execution of this Agreement or are adopted at any time following the execution of this Agreement.

**SECTION 16. INDEMNIFICATION.**

The CONTRACTOR agrees to be liable for any and all damages, losses, and expenses incurred, by the COUNTY, caused by the acts and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. The CONTRACTOR agrees to indemnify, defend and hold the COUNTY harmless for any and all claims, suits, judgments or damages, losses and expenses, including but not limited to, court costs, expert witnesses, consultation services and attorney's fees, arising from any and all acts

and/or omissions of the CONTRACTOR, or any of its employees, agents, sub-contractors, representatives, volunteers, or the like. Said indemnification, defense, and hold harmless actions shall not be limited by any insurance amounts required hereunder.

**SECTION 17.            BANKRUPTCY OR INSOLVENCY.**

If the CONTRACTOR files a Petition in Bankruptcy, or if the same shall be adjudged bankrupt or insolvent by any Court, or if a receiver of the property of the CONTRACTOR shall be appointed in any proceeding brought by or against the CONTRACTOR, or if the CONTRACTOR shall make an assignment for the benefit of creditors, or proceedings shall be commenced on or against the CONTRACTOR's operations of the premises, the COUNTY may terminate this Agreement immediately, notwithstanding the notice requirements of Section 7 hereof.

**SECTION 18.            BINDING EFFECT.**

This Agreement shall be binding upon and enure to the benefit of the parties hereto, their heirs, personal representatives, successors, and/or assigns.

**SECTION 19.            ASSIGNMENT.**

This Agreement shall only be assignable by the CONTRACTOR upon the express written consent of the COUNTY.

**SECTION 20.            SEVERABILITY.**

All clauses found herein shall act independently of each other. If a clause is found to be illegal or unenforceable, it shall have no effect on any other provision of this Agreement. It is understood by the parties hereto that if any part, term, or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida or the United States, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION 21.            WAIVER.**

Failure of the parties to insist upon strict performance of any of the covenants, terms, provisions, or conditions of this Agreement or to exercise any right or option herein contained, shall not be construed as a waiver or a relinquishment for the future of any such covenant, term, provision, or condition, or right of election, but same shall remain in full force and effect.

**SECTION 22.**      **NOTICE.**

The parties hereto agree and understand that written notice, mailed or delivered to the last known mailing address, shall constitute sufficient notice to the COUNTY and the CONTRACTOR. All notices required and/or made pursuant to this Agreement to be given to the COUNTY and the CONTRACTOR shall be in writing and given by way of the United States Postal Service, first class mail, postage prepaid, addressed to the following addresses of record:

COUNTY:                      Osceola County  
   Attention: Procurement Services  
   1 Courthouse Square, Suite 2300  
   Kissimmee, Florida 34741

CONTRACTOR:              Grubbs Emergency Services, LLC.  
   1115 South Main Street  
   Brooksville, Florida 34601

**SECTION 23.**      **MODIFICATION.**

The covenants, terms, and provisions of this Agreement may be modified by way of a written instrument, mutually accepted by the parties hereto. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

**SECTION 24.**      **HEADINGS.**

All headings of the sections, exhibits, and attachments contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit, or change the provisions contained in such sections, exhibits, and attachments.

**SECTION 25.**      **ADMINISTRATIVE PROVISIONS.**

In the event the COUNTY issues a purchase order, memorandum, letter, or any other instrument addressing the services, work, and materials to be provided and performed pursuant to this Agreement, it is hereby specifically agreed and understood that any such purchase order, memorandum, letter, or other instrument is for the COUNTY's internal purposes only, and any and all terms, provisions, and conditions contained therein, whether printed or written, shall in no way modify the covenants, terms, and provisions of this Agreement and shall have no force or effect thereon.

**SECTION 26.**            **CONFLICT OF INTEREST.**

The CONTRACTOR warrants that the CONTRACTOR has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement, and that the CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this Paragraph, the COUNTY shall have the right to terminate this Agreement immediately, without liability and without regard to the notice requirements of Section 7 hereof.

**SECTION 27.**            **PUBLIC ENTITY CRIMES.**

As required by section 287.133, Florida Statutes, the CONTRACTOR warrants that it is not on the convicted contractor list for a public entity crime committed within the past thirty six (36) months. The CONTRACTOR further warrants that it will neither utilize the services of, nor contract with, any supplier, sub-contractor, or consultant in connection with this Agreement for a period of thirty six (36) months from the date of being placed on the convicted contractor list.

**SECTION 28.**            **JOINT AUTHORSHIP.**

This Agreement shall be construed as resulting from joint negotiation and authorship. No part of this Agreement shall be construed as the product of any one of the parties hereto.

**SECTION 29.**            **EQUAL OPPORTUNITY EMPLOYER.**

The CONTRACTOR is an Equal Opportunity Employer and will comply with all equal opportunity employment laws. The CONTRACTOR will further ensure that all sub-contractors it utilizes in providing the services required hereunder will comply with all equal opportunity employment laws.

**SECTION 30.**            **AUDITING, RECORDS, AND INSPECTION.**

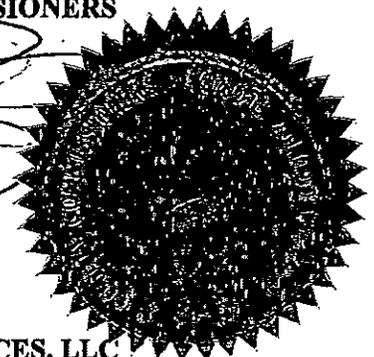
In the performance of this Agreement, the CONTRACTOR shall keep books, records, and accounts of all activities, related to the Agreement, in compliance with generally accepted accounting procedures. Throughout the term of this Agreement, books, records, and accounts related to the performance of this Agreement shall be open to inspection during regular business hours by an authorized representative of the COUNTY and shall be retained by the CONTRACTOR, for a period of three years after termination or completion of the Agreement or until the full COUNTY audit is complete, whichever comes first. The COUNTY shall retain the right to audit the books during the three-year retention period. All books, records, and accounts related to the performance of this Agreement shall be subject to the applicable provisions of the Florida Public Records Act, chapter 119, Florida Statutes. The COUNTY also has the right to conduct an audit within sixty (60) days from the effective date of this Agreement to determine

whether the CONTRACTOR has the ability to fulfill its contractual obligations to the satisfaction of the COUNTY. The COUNTY has the right to terminate this Agreement, based upon the findings in this audit, without regard to any notice requirement for termination.

**IN WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have executed this Agreement effective the 6 day of July, 2009.

**BOARD OF COUNTY COMMISSIONERS  
OSCEOLA COUNTY, FLORIDA**

By: [Signature]  
Chairman/Vice-Chairman



**ATTEST:**

[Signature]  
Clerk/Deputy Clerk of the Board

**GRUBBS EMERGENCY SERVICES, LLC**

By: [Signature]  
Print: John G. GRUBBS  
Title: PRES.

**STATE OF FLORIDA**  
**COUNTY OF Hernando**

The foregoing instrument was executed before me this 18 day of June, 2009, by John G. Grubbs as President of Grubbs Emergency Services, LLC., who personally swore or affirmed that he/she is authorized to execute this Agreement and thereby bind the Corporation, and who is personally known to me OR has produced personally known as identification.

[Signature]  
NOTARY PUBLIC, State of Florida

(stamp)  **Paula Sue Hamilton**  
Commission # DD544562  
Expires April 25, 2010  
Bonded Troy Fair - Insurance, Inc. 800-385-7019

**Exhibit "A"**  
**Scope of Services**

**1. Scope of Services:**

- a. The CONTRACTOR shall furnish all materials, equipment, permits, labor and services required to perform emergency disaster debris removal and disposal services throughout Osceola County on an as needed basis according to the minimum requirements as specified in this Agreement and all subsequent Amendments and/or official documents that form the Contract Documents for this Agreement.
- b. The CONTRACTOR shall provide professional technical services, and be responsible for the performance of all the requirements of this scope of services, and act as directed by the COUNTY. The services shall include, but are not limited to, preparedness, response, recovery, and mitigation phases of any natural or man-made disaster or emergency situation as declared by the United States federal government, the State of Florida, or Osceola County. Response time shall be deemed as having a CONTRACTOR's representative physically present at the Osceola County Emergency Operations Center within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of a COUNTY Task Order.
- c. The CONTRACTOR shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, and after any potential or actual disaster situations including, but not limited to, tornadoes, hurricanes, and other severe weather events; and any other natural or man-made disaster or event. The CONTRACTOR shall supervise and direct the work, using skilled labor and proper equipment for all tasks. The CONTRACTOR shall be responsible for the safety of the CONTRACTOR's personnel and equipment. The CONTRACTOR shall pay for all costs associated with the performance of this Agreement including, but not limited to, materials, personnel, taxes, and fees.
- d. When a major disaster occurs or is imminent, the COUNTY shall contact the CONTRACTOR to advise of Osceola County's intent to activate this Agreement, in the form of an Alert. Said Alert will serve to establish the lines of communication between the CONTRACTOR'S representatives and the COUNTY. The Alert may require the CONTRACTOR to send an Operations Manager to Osceola County within twenty- four (24) hours to begin planning and mobilization. Subsequently, the COUNTY shall issue the first Task Order which shall authorize the CONTRACTOR to begin mobilizing the personnel and equipment as necessary to perform the work. The Task Order shall direct the CONTRACTOR to execute the required Performance and Payment Bonds. The CONTRACTOR shall receive the Task Order from the COUNTY within the first twenty-four (24) hours following landfall of a hurricane or occurrence of other disasters. The CONTRACTOR shall commence performance on the day and time as set forth in the first Task Order issued after the disaster. Sufficient work crews shall be mobilized to complete the clearing of the streets and

roads identified by the COUNTY.

- e. The COUNTY reserves the right to activate any, all, or none of the contractors that are awarded pursuant to the COUNTY's solicitation for the services contained in this Agreement.
  - f. **Performance Bond:** The CONTRACTOR shall provide a performance bond in the amount of Five Million Dollars (\$5,000,000.00). The performance bond shall be in the form of a surety bond, cashier's check, or certified check (with checks made payable to Osceola County Board of County Commissioners). This bond must be received within ten (10) days upon notice to proceed for an emergency event.
2. **CONTRACTOR's Capability:** The CONTRACTOR shall have the physical capacity to manage a major workforce with multiple subcontractors and associated equipment. The CONTRACTOR shall possess the financial capacity to pay for the expenses associated with a major recovery operation prior to the initial payment and between subsequent payments, as well as the ability to provide the necessary bonds and insurance. The CONTRACTOR shall have an experienced management team, an established network of resources to provide the necessary equipment and personnel, comprehensive debris removal and volume reduction operations plans, and demonstrable experience with major disaster recovery projects.
  3. **Task Order:** The COUNTY shall issue a Task Order to the CONTRACTOR defining the work, ceiling price, schedule, and documentation. The CONTRACTOR shall provide the COUNTY a ceiling price, not-to-exceed, for work defined on the Task Order.
  4. **Compensation:**
    - a. Compensation shall not accrue to the CONTRACTOR unless and until a Task Order is issued either in anticipation of a debris-generating disaster or immediately following such disaster. The CONTRACTOR shall be responsible for removal and disposal operations, and shall utilize its own subcontractor's resources to meet its contractual obligations.
    - b. The CONTRACTOR's invoices for services performed under Task Orders shall be presented for payment to the COUNTY's DEBRIS MANAGER, or designee. Each invoice shall reference the Task Order issued for the work.
    - c. The COUNTY shall not pay for mobilization and demobilization.
    - d. Payment for work completed shall be invoiced on a thirty (30) day basis. Invoices shall be based on verified quantities from the daily operational reports.
    - e. A ten percent (10%) retainer shall be withheld until the end of the project, including ticket reconciliation.
    - f. Payment for the removal of vegetative debris including all costs associated with loading, hauling and dumping, shall be paid for under the item for Vegetative Debris in Exhibit B-

4. This shall include all stump remnants, seventy two (72) inches and smaller, that do not require grubbing from the ground.
- g. Payment for the removal of Construction and Demolition Debris and White Goods debris, including all costs associated with loading, hauling and dumping, shall be paid for under the item for Construction and Demolition Debris in Exhibit B-4.
  - h. Payment for the removal of stumps (stumps that require grubbing and backfilling), 24 inches in diameter and larger, shall include all costs associated with loading, backfilling, restoring the site, sodding, hauling, dumping and final disposal, and shall be paid for under the item for the appropriate size category for Stump Removal in Exhibit B-3.
  - i. Payment for work completed shall be based on verified hours worked from the daily operational report. Equipment down time resulting from equipment failure, routine maintenance and fueling, shall result in non-payment for the down time. Down time shall be deducted in one half hour segments. Down time occurring for less than fifteen minutes (15) shall not be deducted from reported work hours.
  - j. Payment for the clearing of debris including all costs associated with removing, cutting, loading, hauling and dumping debris shall be paid for under the hourly fee schedule.
  - k. The maximum payment allowed shall be as defined in the Task Order ceiling price. The CONTRACTOR shall be responsible for all costs exceeding the ceiling price unless a written amendment to this ceiling price is fully executed by the COUNTY.
  - l. All hourly equipment rates are all inclusive including the cost of the operator, supervision, maintenance, fuel, repairs, overhead, profit, insurance, and any other costs associated with the equipment and personnel.
  - m. All hourly manpower rates are all inclusive including the cost of protective clothing, safety equipment, fringe benefits, overhead, insurance, profit, hand tools, supervision, transportation and any other costs. Payment for all debris sorted, segregated, processed, and reduced shall be made at the unit price per cubic yard provided in Exhibit "B."
  - n. Payment for mobilization, demobilization, site preparation, and site closure is included in the unit cost for processing debris.
  - o. Payment for hauling processed debris from the Debris Management Site (DMS) to the final disposal site is by the ton or cubic yard, as determined by the COUNTY.
5. **Permits:** The CONTRACTOR shall be duly licensed in accordance with the state and local statutory requirements to perform the work. The CONTRACTOR shall obtain permits and licenses necessary to conduct the scope of services in this Agreement. The CONTRACTOR shall be responsible for determining what permits are necessary to conduct the work under this Agreement. Copies of all permits shall be submitted to the COUNTY Debris Manager,

or designee, throughout the contract period. The COUNTY shall obtain any regulatory permits required for the processing and disposal of collected debris if necessary.

6. **Notice of Violations:** The CONTRACTOR shall be responsible for taking corrective action in response to any notices of violation issued as a result of the CONTRACTOR's or any subcontractors' actions or operations during the performance of the Agreement. Corrections for any such violations shall be at no additional cost to COUNTY.
7. **Subcontractors:** The CONTRACTOR is encouraged to employ experienced and qualified local subcontractors. The subcontracting structure shall not exceed 3 tiers ((i)sub/ (ii)sub, sub/ (iii) sub, sub, sub) unless authorized by the COUNTY Debris Manager, or designee. The CONTRACTOR shall maintain a record of the subcontractor's certificate of insurance. The Subcontractor's insurance shall include the requirements listed in this Agreement. The CONTRACTOR shall provide proof of the subcontractor's vehicle, worker' compensation, and other insurance requirements upon the COUNTY's request.
8. **Recycling:** Recycling of debris by the CONTRACTOR is encouraged and will be coordinated with the COUNTY Debris Manager, or designee.
9. **Debris Collection:** Debris removal shall generally be limited to debris in, upon, or brought to the public streets and roads, ROW, COUNTY properties and facilities, and other public sites identified by COUNTY. The CONTRACTOR shall be responsible for debris removal and lawful disposal operations consistent with this scope of services. Disposal, recycling or reuse of debris and related by-products inside the COUNTY's jurisdictional boundaries shall require written approval of the COUNTY Debris Manager, or designee, and be appropriately permitted. The CONTRACTOR shall be responsible for the hauling of debris for disposal at a location to be determined by the COUNTY. The CONTRACTOR shall be responsible for the collection, reduction (if applicable) and hauling for disposal of debris by-products generated at all debris management sites (DMS). It is possible that the COUNTY may require removal of debris from publicly maintained drainage areas by the CONTRACTOR. The COUNTY shall identify these areas and provide the appropriate authorization as described in this Agreement to conduct this work. It is anticipated that multiple collection passes shall be performed for each public road, street, and ROW. This shall allow residents to return to their properties and bring debris to the ROW as recovery progresses. The COUNTY shall direct the specific schedule to be used after ascertaining the scope and nature of the disaster's impacts. The location of DMS shall be identified by the COUNTY. It is possible that DMS may be required for different types of debris. The COUNTY shall establish designated homeowner drop-off sites. The CONTRACTOR shall be required to remove the debris collected at these sites on a daily basis. The CONTRACTOR shall be responsible for debris collection activities including, but not limited to, furnishing all labor, materials, equipment and accessories to accomplish the following tasks:
  - a. **Removal and Disposal of Sidewalks and Damaged Improvements:** The CONTRACTOR shall remove and dispose of damaged sidewalks and other damaged improvements from the public Rights-of-Way (ROW). Areas from which damaged sidewalks and other improvements are removed by the CONTRACTOR shall be brought

back to grade.

- b. **Removal and Disposal of Structures and Buildings:** The CONTRACTOR shall remove and dispose of condemned structures and buildings that pose a threat to public safety.
- c. **Removal and Disposal of Vehicles:** The CONTRACTOR shall provide assistance to the COUNTY for the removal and disposal of vehicles that may cause an unsafe or hazardous situation. The CONTRACTOR shall assist the COUNTY with the removal of vehicles, take an inventory of the removed vehicles and their contents, identify each vehicle's owner and store all vehicles at the DMS. All damaged and abandoned vehicles shall be disposed of properly.
  - i. The CONTRACTOR shall notify the COUNTY inoperable automobiles, trucks, trailers, boats, and boat trailers of that obstruct or impede debris removal. The COUNTY shall inspect this debris and notify the CONTRACTOR if the debris is to be removed by the CONTRACTOR. Removal of this debris by the CONTRACTOR shall be accomplished by acceptable and approved towing methods. Removal shall be accomplished without causing further damage to the item. Items shall be stored as directed by the COUNTY Debris Manager, or designee. The CONTRACTOR shall notify the COUNTY Debris Manager, or designee, and receive approval prior to removal of any such personal property.
- d. **Removal and Disposal of Fallen Trees:** The CONTRACTOR shall be responsible for the removal and disposal of fallen trees that originate from within the Right-of-Way and those which extend onto the Right-of-Way from private property, at the point where it enters the Right-of-Way, and that part of the eligible debris which lies within the Right-of-Way, tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal.
- e. The CONTRACTOR shall providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, treatment and/or disposal of hazardous and industrial materials, including white goods resulting from the events.
- f. The CONTRACTOR shall be responsible for the removal and disposal of sand, earthen and foreign materials from roads, streets, bridges and Right-of-Way, canals, retention ponds, drain wells, pump stations, control structures and associated drainage structures. The CONTRACTOR shall screen sand and return clean sand to designated sites. The CONTRACTOR shall obtain all required permits for this type of depositing. The CONTRACTOR shall meet the local, state and federal guidelines for clearing, removing, and processing any soil, mud or dirt that may have built up along public (COUNTY) property.
- g. The CONTRACTOR shall clean and open drainage systems.
- h. In all areas throughout the COUNTY where debris removal is accomplished and damage is done due to the CONTRACTOR's operations, the CONTRACTOR shall be responsible for

returning those areas to their original condition. All damages to pavement, sidewalks, curbs, or any other infrastructure shall be repaired or restored to the satisfaction of the COUNTY.

- i. The CONTRACTOR shall immediately remove from service all unsafe, malfunctioning, and/or equipment leaking oil or other fluids. The CONTRACTOR shall be responsible for removal and containment of all leaked fluids from the effected soil and pavement.

**10. Collection Crew:** The severity of a disaster event shall impact the number of collection crews required. The CONTRACTOR shall discuss potential collection requirements as part of the pre-event planning.

a. Crew/Equipment Requirements: A crew shall consist of the following minimum resources:

- i. One (1) self loader or a combination of three (3) hauling units that can be mechanically loaded by a front-end loader or other appropriate equipment;
- ii. One (1) sawman and two (2) laborers with all pertinent equipment;
- iii. Two (2) flagmen, and
- iv. Hot Spot Crew: The CONTRACTOR shall have at least one (1) "hot spot crew".

b. The CONTRACTOR shall provide sufficient field supervision for all assigned activities. The CONTRACTOR shall provide a minimum of three (3) field supervisors at all times. For each 100,000 cubic yards of disaster-related debris, an additional three (3) field supervisors shall be supplied.

**11. Operation of DMS:** The CONTRACTOR shall operate the DMS. Only CONTRACTOR vehicles and other vehicles specifically authorized by the COUNTY shall be allowed to use the sites.

- a. Osceola County citizens shall be advised to separate debris into the categories identified in this Agreement, if practical. Failure on the part of the users to separate the debris types does not relieve the CONTRACTOR of its Agreement responsibilities.
- b. The CONTRACTOR shall manage the DMS to accommodate the various types of delivered debris, i.e., vegetative and woody, mixed construction and demolition debris and vegetative, construction and demolition debris, and household hazardous wastes (HHW). It is possible that the extent of the disaster event may render this separation impractical.
- c. The Florida Department of Environmental Protection (FDEP) requires that all HHW collected from debris operations shall be stored in a secondary container and maintained under a covered area. Leaking containers shall be placed in another container and stored in a secondary container. Twelve (12) volt batteries shall be stored above ground under a covered structure. The CONTRACTOR shall be responsible for the disposal or recycling

of this type of debris.

- d. The CONTRACTOR shall be aware of and comply with the requirements of the Davis Bacon Act. The Davis Bacon Act requirements shall apply to collection of debris from Federal Highway Administration (FHWA) roads if requested by the COUNTY.

**12. Work Plan:**

- a. The CONTRACTOR shall, with the COUNTY's direction, provide a work plan showing where operations will begin and which streets/roads will be cleared on a two (2), seven (7), and fourteen (14) day projection. The plan shall be updated every operational period.
- b. The CONTRACTOR shall provide an interim schedule within two (2) days and a final project plan within five (5) days following the day of the disaster. Said project plan should include subcontracting activities, number of hauling units, and anticipated completion schedule.
- c. The CONTRACTOR shall provide an interim schedule within forty eight (48) hours and final plan within five (5) days following the receipt of the COUNTY's Task Order. The plan shall include details for subcontracting activities and a safety action plan for all operations.

**13. Operations and Safety Plan:** Upon execution of the Agreement, the CONTRACTOR shall prepare an Operations and Safety plan for approval by the COUNTY. The Operations and Safety plan shall include, but not be limited to, the following:

- a. Method of subcontracting collection crews including the determination of the number of crews
- b. Communications with the COUNTY
- c. Reporting data and information
- d. Quality Assurance/Quality Controls and other controls
- e. Field supervision and controls
- f. Documentation of response to and corrective measures for property damage resulting from collection activities
- g. Fuel supply
- h. Maintenance of traffic
- i. Equipment and operations safety procedures
- j. Protocol for debris removal around potential energized power lines
- k. Subcontractor training for compliance with federal requirements
- l. Invoicing

14. **Logistics Activities:** Upon request from the COUNTY, the CONTRACTOR shall be responsible for management, staff augmentation and support capabilities including, but not limited to, consumables, temporary facilities, transportation support (trucking and static support assets), power generation, portable lights, debris removal, deployable personnel, and major end items and Development of Operational Procedures for Logistical Staging Areas, Base Camps, Comfort Stations, and food and lodging.
15. The CONTRACTOR shall comply with all federal, state and local safety and health requirements. The CONTRACTOR shall conduct the work so as not to interfere with the disaster response and recovery activities of federal, state, County and City governments or agencies, or of any public utilities.
16. The CONTRACTOR shall guarantee that the CONTRACTOR and/or subcontractors contracted to perform disaster recovery services are not currently on (or pending investigation) the FEMA List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
17. The CONTRACTOR shall conduct operations in such a manner as to minimize property damage or personal injury to existing COUNTY and private property caused by its negligent acts or omissions or willful misconduct during the course of performance under the Agreement. Should any damage occur, the CONTRACTOR shall report the location and extent of the damage (including pictures) to the Debris Manager, or designee. The CONTRACTOR shall make best efforts to contact the property owner and notify them of the damage and provide the COUNTY Debris Manager, or designee contact information.
18. The CONTRACTOR shall not make any attempt to charge any resident, business or institution for work performed under the Agreement nor shall the CONTRACTOR or anyone employed or subcontracted by the CONTRACTOR accept any additional monies from any person, resident, business or institution for work performed under the Agreement. The CONTRACTOR shall not solicit work from private citizens or others to be performed in the designated Work Zone other than authorized subcontractors, during the period of the Agreement.
19. Under no circumstances shall the CONTRACTOR mix Eligible Debris hauled for the COUNTY under the Agreement with Eligible Debris hauled for other Counties or Municipalities under separate contracts.
20. **CONTRACTOR's Personnel:** The CONTRACTOR shall provide a Project Manager (PM) to oversee the work. The CONTRACTOR's PM shall be required to attend daily project meetings with the COUNTY for the duration of the work. The CONTRACTOR's PM shall coordinate all communications with the COUNTY. The CONTRACTOR's PM shall oversee and be responsible for all reporting, information, and invoicing submitted to the COUNTY.
  - a. The CONTRACTOR shall provide the COUNTY with an updated list of all subcontractors, as well as phone numbers of the CONTRACTOR's personnel.

- b. Prior to the COUNTY assigning work, the CONTRACTOR shall provide the COUNTY with an affidavit stating there is a signed Agreement between the CONTRACTOR and each subcontractor.
  - c. The CONTRACTOR shall provide at least one multi-lingual speaking field supervisor if non-English speaking personnel are employed to remove disaster-related debris or operate the DMS. The CONTRACTOR shall have a means to communicate with all their workers.
21. **Work Hours:** The CONTRACTOR shall not conduct debris removal and reduction operations generating noise levels above that normally associated with routine traffic from dusk until dawn, or as otherwise directed by the COUNTY's DEBRIS MANAGER, or designee.
22. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the CONTRACTOR and the COUNTY's DEBRIS MANAGER, or designee.
23. The CONTRACTOR shall perform work seven (7) days per week, including holidays as approved by the COUNTY's DEBRIS MANAGER, or designee. The CONTRACTOR shall be required to work, at minimum, a ten (10) hour day, seven (7) days a week during the first pass removal phase. The CONTRACTOR will be required to work, at minimum, a ten (10) hour day, six (6) days a week during the remaining debris removal passes. The COUNTY reserves the right to extend or reduce the hours and days of operation during the Agreement period. The work shall be conducted during daylight hours. The CONTRACTOR shall work more than ten (10) hours per day if desired. The CONTRACTOR shall coordinate with the COUNTY's DEBRIS MANAGER, or designee to establish the work hours and to update schedules. Rain events during collection shall not be considered reason to stop work unless the conditions create a potential safety hazard. The CONTRACTOR shall notify the COUNTY's DEBRIS MANAGER, or designee, of work stoppage due to inclement weather with the appropriate justification.
24. Maximum allowable time for completion shall be determined during the seven (7) day planning period following the day of the disaster. The COUNTY's DEBRIS MANAGER, or designee, shall initiate additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties pursuant to applicable state and federal law.
25. Maximum allowable time for completion will be the first (1<sup>st</sup>) seventy (70) hours of actual work, unless the COUNTY initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time will be equitably negotiated by both parties.
26. **Mobilization:** The CONTRACTOR shall be fully mobilized to begin debris removal operations within two (2) days following the completion of the emergency push operations. Debris Removal Work within Osceola County shall be prioritized by the COUNTY's

DEBRIS MANAGER, or designee.

27. **Documentation Management and Support:** The CONTRACTOR shall assist the COUNTY in preparation of Federal and State reports for Public Assistance or Emergency Relief. The CONTRACTOR shall work closely with State Emergency Management, Federal, and other agencies to insure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
28. The CONTRACTOR shall complete and submit COUNTY provided disposal tickets, field inspection reports, and other data sufficient to provide substantiation for Federal and State reimbursement.
29. **Daily Reports for Debris and Stump Removal:** The CONTRACTOR shall provide daily reports for daily load verification of debris and stump removal. Daily reporting is required with updates on the scheduled activities. Reporting could include both written and verbal updates during progress meetings. This reporting shall include the following:
  - a. Name of the CONTRACTOR and subcontractors;
  - b. Number of trucks and equipment in use per CONTRACTOR and subcontractor;
  - c. Number and types of tools in use per CONTRACTOR and subcontractor; and
  - d. Number of personnel working per CONTRACTOR and subcontractor.
30. Daily reporting shall also include daily and cumulative-to-date statistics for the following:
  - a. Number of truckloads;
  - b. Number of cubic yards of debris hauled;
  - c. Locations of completed work; and
  - d. Locations of current work.
31. The report shall include daily and cumulative hourly statistics on the number of hours worked clearing debris. The cumulative and daily hourly statistic totals for each hand operated equipment and equipment type shall be reported separately in this report.
32. **Weekly Productivity Reports:** Weekly productivity reports shall be provided with updates on the scheduled activities, progress, and future activities. This reporting shall include at a minimum, the following for the operation of the DMS:
  - a. Name of the sub-contractor, if applicable
  - b. Number of trucks in use
  - c. Number of loading equipment

- d. Number of personnel working
  - e. Contract number
  - f. Number and type of processing equipment
33. In order to expedite the communication and utilization of reported information, electronic data files shall be provided to the COUNTY. The format of the data should utilize Microsoft Office products such as Excel®.
34. **Debris Clearance:** The work shall consist of clearing the streets and roads to the public ROW as directed by the COUNTY's DEBRIS MANAGER, or designee. The work shall include the clearing (push) of debris from streets and roads. The work shall include cutting and reducing debris in place in order to allow traffic movement in the ROW. The work shall also include loading and hauling the debris to an approved dumpsite.
35. The CONTRACTOR shall not move from one designated work area to another designated work area without prior approval from the COUNTY.
36. When clearing debris from roads, all debris shall be stacked along the edge of pavement on the shoulder of the road and not blocking driveways, side streets or utilities of any kind.
37. The CONTRACTOR shall sort the debris into piles based on the categories identified in this Agreement. Mixing of debris types shall be avoided, if possible.
38. **Emergency Debris Clearance (Push):** Emergency Debris Clearance (Push) shall include the clearing of disaster related debris from roads and governmental property throughout the unincorporated area of Osceola County.
39. **Work Schedule for Emergency Debris Clearance (Push) Operations:** The CONTRACTOR shall work a minimum of twelve (12) hours per day for the first seventy-two (72) hours of emergency push operations or until the COUNTY releases the CONTRACTOR during the emergency clearance phase. The COUNTY reserves the right to extend or reduce the hours and days of operation during the contract period. The CONTRACTOR may work more than twelve (12) hours per day if desired. The CONTRACTOR shall coordinate with the COUNTY's DEBRIS MANAGER, or designee, to establish the work hours and develop schedules.
40. During the 48 hour planning stage, the COUNTY shall determine the streets and roads required for the Emergency Debris Clearance. The CONTRACTOR shall provide all labor, equipment, tools and materials necessary to fully operate and maintain the Emergency Debris Clearance operations (including fuel, oil, grease, repairs, and traffic control). The following types of labor, equipment, materials and tools are anticipated to include but not limited to:
- a. Dump Trucks, 16-20 yd<sup>3</sup> capacity, with Licensed Operator
  - b. Front-end Loaders, 3-5 yd<sup>3</sup> capacity, with Licensed Operator
  - c. Two (2) Person Laborer Crews with Chainsaws, 16" min bar, traffic flags, and

miscellaneous small tools (axes, shovels, safety equipment, etc.)

- d. Pickup Trucks, ½-1 Ton, with crew foreman, and cellular phones.
- e. Fuel, oil, grease, equipment maintenance, and traffic control devices or equipment

41. Actual types of equipment and quantities shall be determined by the extent of the disaster.

42. **Equipment:** The CONTRACTOR shall use only rubber-tired equipment in the performance of loading and hauling debris. The CONTRACTOR and its personnel shall not use equipment or labor authorized for debris removal under the Agreement for private work during the working hours designated under the Agreement. Equipment shall be in good working condition, and if equipment becomes inoperable, it shall be repaired or replaced with similar equipment within three (3) days. The COUNTY prefers the use of self-loading equipment for removing debris and reserves the right to require self-loading equipment in various areas of the COUNTY. The CONTRACTOR shall be responsible for all tools, fuel, lubricants, spare parts, etc. to keep equipment in good working order throughout the duration of the project.

- a. The CONTRACTOR shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s) and/or air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal all non-grindable or non-burnable debris and ash residue, field reduction as required for loading, and any other equipment which may be necessary for the performance of the Agreement.
- b. Prior to commencing debris reduction and disposal operations, the CONTRACTOR shall present to the COUNTY DEBRIS MANAGER, or designee, for approval, a description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower (including all air-curtain incinerators).
- c. All trucks and other road equipment shall be in compliance with all applicable local, state, and federal rules and regulations. All equipment used for hauling debris shall be measured and marked for its load capacity. The CONTRACTOR shall supply pre-approved measurement forms for each hauling container used under the Agreement.
- d. **Sideboards:** Sideboards or other extensions to a truck or trailer bed shall be allowed, provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed thirteen (13) feet, six (6) inches above the ground. All extensions are subject to acceptance or rejection by the COUNTY DEBRIS MANAGER, or designee.
- e. Damaged sideboards shall be repaired prior to arriving at the DMS.

- f. **Trucks and Trailers:** All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches shall not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during transit; rubber bungee cords shall not be permitted.
- g. Prior to commencing debris removal operations, the CONTRACTOR shall present to the COUNTY DEBRIS MANAGER, or designee, a list of all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity shall be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.
- h. Hauling capacity, in cubic yards, shall be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer shall be uniquely numbered for identification with a permanent marking.
- i. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the CONTRACTOR's name, the subcontractor's name, individual and unique identification number, Agreement number, and the total capacity in cubic yards of the hauling container. The CONTRACTOR shall furnish these signs. All signs or markings associated with other work shall be removed prior to performing work included in the Agreement.
- j. Equipment used under the Agreement for debris collection shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (Three (3) Cubic Yard and larger) and non-rubber tired equipment shall be approved by the COUNTY DEBRIS MANAGER, or designee. Non-rubber tired equipment shall be used at the DMS with the approval of the COUNTY DEBRIS MANAGER, or designee.
- k. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the COUNTY DEBRIS MANAGER, or designee.
- l. Trailer type hauler containers shall be equipped with either tandem axles and/or dual tires. A minimum of four (4) tires are required on all trailers. The Gross Vehicle Weight shall be a minimum of ten thousand (10,000) pounds on all trailers. All trailers must have a legible manufacturer's identification plate with ratings.
- m. Trucks or equipment that is designated for use under the Agreement shall not be used for any other work during the working hours of the Agreement. The CONTRACTOR shall not solicit work from private citizens, businesses, or others to be performed in the designated work area during the period of the Agreement. Under no circumstances shall the CONTRACTOR mix debris hauled for other contracts with debris hauled under the Agreement.

- n. The CONTRACTOR shall be responsible for removing all abandoned equipment from public and private property.
- o. The CONTRACTOR shall not store equipment or trucks on public property without the approval of the COUNTY DEBRIS MANAGER, or designee.
- p. The CONTRACTOR shall not park or camp overnight on public property without the approval of the COUNTY DEBRIS MANAGER, or designee.

43. **Debris Removal (Load and Haul):** Debris Removal shall include the loading and hauling of eligible disaster-generated debris to an approved DMS. The CONTRACTOR shall provide all labor, equipment, machines, and tools necessary to perform debris removal. The debris shall be sorted at the load site into one of the following categories; vegetative, construction and demolition (C & D), white metal (appliances), and/or hazardous waste. The COUNTY shall define other debris categories requiring sorting before collection.

44. The quantity of debris resulting from a disaster event shall preclude the sorting of debris at the curbside. The CONTRACTOR shall coordinate with the COUNTY DEBRIS MANAGER, or designee, for the appropriate direction on collection and sorting.

**45. Invoicing:**

- a. The CONTRACTOR shall submit invoices to include a detailed tabular report listing all individual load tickets, hours worked for each piece of equipment and crew. All backup documentation supporting the invoice charges shall be attached with the invoice. The report shall meet the COUNTY's requirements for invoicing and be approved prior to the invoicing process.

**46. Ineligible Debris:**

- a. Ineligible Debris shall not be loaded, hauled, or dumped under this Agreement. Mixing Ineligible Debris with Eligible Debris shall render the entire load as Ineligible. The CONTRACTOR shall not be reimbursed for collection of such mixed loads Debris of Eligible and Ineligible. Hauling of mixed loads will require approval from the COUNTY prior to loading. Ineligible Debris shall be left in place, except as directed by the COUNTY DEBRIS MANAGER, or designee.
- b. Standing broken utility poles; damaged and downed utility poles and appurtenances; transformers and other electrical and communications equipment are not Eligible Debris and shall be reported to the DEBRIS MANAGER, or designee. The CONTRACTOR shall notify the local utility of the location of this damaged equipment.

**47. Eligible Debris:**

- a. Any Eligible Debris, such as fallen trees, which extend onto the ROW from private property, shall be cut, by the CONTRACTOR, at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The CONTRACTOR shall not enter onto private property during the performance of the Agreement without the approval of the COUNTY.
- b. The CONTRACTOR shall ensure all assigned/Eligible Debris is removed from a Load Site before moving to the other Load Sites. During the Debris Removal process it shall be required that each Load Site be cleaned to the point that an average residential lawn mower can safely mow the area. All debris and debris residue shall be removed from the pavement.
- c. After being loaded in the work area, trucks shall have their loads trimmed so that no debris extends beyond the truck bed in any direction. All loose debris, such as tree limbs, plywood, roofing material, etc. shall be reasonably compacted into the hauling vehicle by use of the loading equipment. All debris shall be adequately secured while being transported to the designated DMS. This shall include the use of tarps or other mechanical means to ensure no loss of debris. It is required that all equipment that is hauling debris to the DMS shall be capable of self-dumping or removing its load without assistance from other equipment. The COUNTY DEBRIS MANAGER, or designee, may authorize use of other types of vehicles.

**48. Tree Stump Remnants:**

- a. All stump remnants less than seventy three (73) inches, which are fully disengaged from the ground shall be considered normal vegetative debris. The CONTRACTOR shall remove all disengaged stump remnants from the assigned load site area before moving to another work area unless approved by the COUNTY.
- b. Measurement for payment of stumps removed with twenty four (24) to forty eight (48) inches, forty nine (49) to seventy two (72) inches, and seventy three (73) inches and larger diameters base cuts (measured twenty four (24) inches up from where the tree originally exited the ground) shall be per stump.
- c. Tree stumps with base cut diameter measurements less than twenty four (24) inches (measured twenty four (24) inches up from where the tree originally exited the ground) shall be considered to be normal vegetative debris and will be removed and paid with the same methods used for other vegetative debris.
- d. Tree stump remnants measuring up to seventy two (72) inches in diameter that are not attached to the ground by roots shall be considered normal vegetative debris and shall be paid for under the unit price for removing vegetative debris, NOT stump removal prices. The FEMA Stump Conversion Table shall be used to determine the equivalent stump volume of vegetative debris.

- e. Measurement for payment of tree stump remnants removed with seventy three (73) inch and larger diameter base cuts (measured twenty four (24) inches up from where the tree originally exited the ground) that are not attached to the ground by roots shall be per stump.
49. The COUNTY shall measure and document all stumps. The COUNTY shall inspect all documented stumps prior to removal. Removal of a stump prior to documentation shall result in non-payment for stump removal.
50. At the request of the COUNTY, the CONTRACTOR shall remove Hazardous Stumps. The CONTRACTOR shall provide all labor, equipment and materials to remove and dispose of the designated stumps. This work item shall only be used when it is necessary to grub or dig stumps from the ground. The CONTRACTOR shall trim all roots flush with the ground, fill all stump holes and re-sod the area, if necessary, after removal. The CONTRACTOR shall provide a lump sum stump price to remove, load, haul, restore the site, and final disposal based on size; twenty four inches (24") to forty eight inches (48"), forty nine inches (49") to seventy two inches (72"), and seventy three inches (73") and greater.
51. It is possible that a tree may break leaving the stump firmly implanted in the ground. The CONTRACTOR shall be responsible for the removal of such stumps if directed by the COUNTY DEBRIS MANAGER, or designee. The root system of these stumps may interfere with underground utilities. The CONTRACTOR shall remove such stumps by grinding or other similar means. These stumps shall NOT be pulled in order to avoid damage to underground utilities, sidewalks, pavement, etc.
52. **Stump Extraction:** Stump extraction and removal shall be in compliant with FEMA 325 and Current Disaster Assistance Policy. All debris shall be mechanically loaded and reasonable compaction shall be applied. Reasonable compaction can be achieved by the tamping of debris in the collection vehicle by the loading device. "Hand Loading" shall be in accordance with Federal guidelines. Vehicles delivering debris using hand loading methods will be reduced by fifty percent (50%) of the observed volume as defined by FEMA Policy RP9523.12.
53. **Measurement:** Measurement for debris removed shall be by the cubic yard as determined through truck and trailer measurement. Partial loads shall be adjusted down, by visual inspection by the COUNTY DEBRIS MANAGER, or designee. Load measurements shall be documented on Load Tickets and electronic recording methods.
54. **Surface Damage:** The CONTRACTOR shall be responsible for filling to grade, with like material, all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris removal. The CONTRACTOR shall repair all damage to existing grade, road shoulders, sidewalks, drainage structures, trees, shrubs, grassed areas, etc. caused by the CONTRACTOR's equipment or personnel. The

CONTRACTOR shall preserve and protect all existing structures, utilities, vegetation and etc. on or adjacent to the area of work. The CONTRACTOR shall repair or replace, with like materials, all damaged mailboxes as soon as possible after which the damage occurred.

55. **Claims:** The CONTRACTOR shall contact the person(s) making claims regarding damages within two (2) days of receiving said claim. Information such as method of repair and timeline for completion shall be discussed. The CONTRACTOR shall provide the COUNTY with a weekly report listing all damage claims and outlining the status of all damage repairs. The CONTRACTOR shall provide a phone number designated for claim processes.
56. **Claims Resolution:** The CONTRACTOR shall respond, in writing, to each claimant within fourteen (14) calendar days after a claim has been logged, with a copy submitted to the COUNTY's Solid Waste Department. All claims shall be resolved by the CONTRACTOR within thirty (30) calendar days after submission. When submitting reports of the resolved claims to the COUNTY's designated representative, the CONTRACTOR shall attest to the following:
- a. To the best of the CONTRACTOR's knowledge, all data offered by the claimant must support that the claim is accurate and complete;
  - b. Paid claims shall accurately reflect the claimant's actual incurred costs;
  - c. All records and claims of records shall be put into a spreadsheet and submitted every thirty (30) calendar days. The spreadsheet shall include all paid claims, all outstanding claims, and explanation of status for any claims exceeding thirty (30) calendar days; and
  - d. No claims are to be paid unless a valid claim was submitted to, and approved by, the COUNTY's designated representative.
57. **White Goods:** The CONTRACTOR shall remove White Goods debris by hauling it separately from other debris types. The CONTRACTOR shall take precautions to prevent damage to items containing Freon, oils, and fluids to prevent release of harmful substances into the environment.
58. **Management, Processing and Loading of All Eligible Debris and/or Residue at the Debris Management Sites:** Each debris management site shall be equipped with portable toilets with hand washing accommodations, a working office trailer, and a debris inspection/observation tower.
59. The CONTRACTOR shall manage and operate the DMS located at various locations within the COUNTY. The CONTRACTOR shall verify with the COUNTY the location of the designated DMS. The CONTRACTOR shall use only DMS designated by the COUNTY DEBRIS MANAGER, or designee unless otherwise approved by the COUNTY DEBRIS MANAGER. The CONTRACTOR shall haul vegetative debris,

stumps, construction and demolition and mixed debris, to the respective DMS designated by the COUNTY.

60. Reduction of vegetative debris shall be through chipping/grinding or other reduction methods approved by the COUNTY DEBRIS MANAGER, or designee.
61. The CONTRACTOR shall be required to process debris at a sufficient rate to maintain access to each DMS. Sufficient disposal area shall be maintained to allow the efficient access of collection vehicles into the site and maneuverability for discharging their collected loads. The CONTRACTOR shall provide all barricades on signaling to provide safe passage onto the public road from the DMS.
62. All work, including site restoration prior to close-out, shall be completed within 30 calendar days after receiving notice from the COUNTY DEBRIS MANAGER, or designee, that the last load of debris has been delivered, unless the COUNTY DEBRIS MANAGER, or designee, initiates additions or deletions to the Agreement by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
63. **Inspection Tower:** The CONTRACTOR shall provide all materials, tools, labor and supervision to construct an inspection tower or approved alternate at each DMS entrance. The inspection tower shall be of such height as to allow full visual inspection into the top of a transfer tractor trailer. The inspection tower shall be sized to accommodate at least three (3) people. The inspection tower construction shall also include a roof and sides for personnel protection. Stairs shall also be constructed for access into the inspection tower. Stairs design or configuration shall comply with OSHA regulations and local codes to ensure safety performance needs as required. The CONTRACTOR shall construct at least one inspection tower at the entrance of each DMS. The COUNTY DEBRIS MANAGER, or designee, may require additional inspection towers to improve traffic flow through the DMS, at no additional cost to the COUNTY.
64. **Debris Storage:**
  - a. The CONTRACTOR shall establish lined temporary storage areas for ash, hazardous and toxic waste, fuels, and other materials that can contaminate soils, runoff, or groundwater. The CONTRACTOR shall set up plastic liners under stationary equipment such as fuel tanks, generators and mobile lighting plants unless otherwise directed by the COUNTY.
  - b. The CONTRACTOR shall be responsible for establishing site layout at each of the DMS.
  - c. The CONTRACTOR shall be responsible for establishing and maintaining an entrance, exit and internal haul roads at each assigned DMS.

- d. The CONTRACTOR shall be responsible for traffic control, dust control, erosion control, fire protection, on-site roadway maintenance, and security and safety measures at each DMS.
  - e. The CONTRACTOR shall direct traffic entering and leaving the site, and shall direct dumping operations at the site.
65. As directed by the COUNTY DEBRIS MANAGER, or designee, the CONTRACTOR shall be responsible for sorting and stockpiling the debris at the site. Debris shall be segregated into the following:
- a. burnable/grindable vegetative debris;
  - b. non-burnable/non-grindable mixed debris;
  - c. hazardous and toxic waste;
  - d. construction and demolition (C&D) debris;
  - e. white goods, and;
  - f. ash residue, at a minimum.
- Further segregation of C&D debris, such as recyclable material or white goods may be necessary.
66. The CONTRACTOR shall take precautions while handling hazardous waste and white goods debris to prevent release of gases and fluids such as Freon, various oils, and fluids into the environment.
67. Upon completion of the debris reduction process, the CONTRACTOR shall clear the site of all debris and restore the site to the pre-existing condition before the disaster event. The COUNTY DEBRIS MANAGER, or designee, shall inspect the restoration of the DMS and present a checklist, if applicable, to the CONTRACTOR. The DMS shall be restored to the satisfaction of the COUNTY DEBRIS MANAGER, or designee, including response to inspection checklist items.
68. At the request of the COUNTY, the CONTRACTOR shall provide qualified and certified freon recovery and hazardous waste crews to process or properly dispose of hazardous waste debris.
69. The CONTRACTOR shall conduct operations at the DMS such that all nuisances to the surrounding neighbors are minimized. Nuisances include but are not limited to noise, dust, smoke and traffic congestion.
70. **Debris Reduction:** During the initial planning stage following a disaster, the COUNTY DEBRIS MANAGER, or designee, shall make a determination as to the type of reduction method that shall be used for vegetative debris at each DMS. The following four (4) methods may be selected for the reduction of vegetative debris:
- a. Below-Grade Air-Curtain Incineration
  - b. Above-Grade Air-Curtain Incineration

- c. Portable Air-Curtain Incineration
- d. Chipping/Grinding
- e. Air Curtain Incineration

71. **Repairs:** The CONTRACTOR shall be responsible for repairing all damage caused by the performance of its work. The CONTRACTOR shall be responsible for filling to grade with like material all surface damage, such as rutting and pavement damage, caused by the CONTRACTOR's equipment during debris handling, processing and reduction. The CONTRACTOR shall repair all damage to existing grade, road shoulders, trees, shrubs, and grass areas, caused by the CONTRACTOR's equipment or personnel. The CONTRACTOR shall preserve and protect all existing structures and vegetation on or adjacent to the area of work.
72. The CONTRACTOR shall process (grind or burn, if applicable) all stumps and large logs hauled to the DMS. The price for processing the stumps and logs shall be included in the overall price for processing vegetative debris.
73. The CONTRACTOR shall ensure all debris is processed and hauled from the DMS before moving to other sites, unless otherwise approved by the COUNTY.
74. The CONTRACTOR shall provide sufficient site supervision of all assigned activities. The CONTRACTOR shall provide at least one (1) supervisor at every DMS.
75. **Burning Methods:** One of the following two methods of burning can be used based on the water table. The selected method must be approved by the COUNTY DEBRIS MANAGER, or designee.
- a. Above-Grade Incinerator -- High Water Table- The air-curtain pit burning method incorporates an earthen pit, constructed by building above grade, and a blower. The blower and pit make up an engineered system that shall be precisely configured to properly function. The blower shall have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to complement the blower.
  - b. Below-Grade Incinerator -- Low Water Table- The air-curtain pit burning method incorporates an earthen pit, constructed by digging below grade, and a blower. The blower and pit make up an engineered system that must be precisely configured to properly function. The blower must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. The pit configuration must have a precise width, depth and length to complement the blower.
  - c. The burn shall be extinguished at least two (2) hours before removal of the ash mound. Wetting of the ash will be necessary to reduce dust while removing ash.
  - d. No hazardous or contained-ignitable material shall be dumped into the pit.

- e. The CONTRACTOR shall apply for and obtain all local, state and federal permits for air curtain incineration and meet all applicable emission standards.
  - f. The CONTRACTOR shall be responsible for dust control while handling ash materials.
76. **Site Plan and Management:** The CONTRACTOR shall provide a site operations plan for review and approval by the COUNTY prior to beginning work. At a minimum, the plan shall address the following:
- a. Access to site
  - b. Site management, to include point-of-contact, organizational chart, etc.
  - c. Traffic control procedures
  - d. Site security
  - e. Site safety
  - f. Site layout/segregation plan
  - g. Hazardous Waste materials plan
  - h. Environmental mitigation plan, including considerations for smoke, dust, noise, traffic, buffer zones, and storm water runoff as appropriate.
  - i. Vector control
  - j. Coordination for DMS selection
77. The CONTRACTOR shall be responsible for preparing the site(s) to accept debris. This preparation shall include clearing, erosion control, grading, construction and maintenance of haul roads and entrances, and the installation of inspection towers. The CONTRACTOR shall provide utility clearances and sanitation facilities. The CONTRACTOR shall protect existing structures.
78. The CONTRACTOR shall be responsible for installing site security measures and maintaining security at the site.
79. The CONTRACTOR shall manage the sites to minimize the risk of fire.
80. **Spotter:** The CONTRACTOR shall provide a minimum of one (1) spotter at each debris type staging location within the DMS to ensure the debris is properly handled. The CONTRACTOR shall remove all contaminants and hazardous waste from debris dumped at the DMS and stored in the appropriate locations.
81. **Ash:** If applicable, the CONTRACTOR shall be responsible for the storage, removal, and containment of ash from all burning operations as may be approved by the COUNTY DEBRIS MANAGER, or designee. The ash containment area shall be "wetted down" periodically to prevent particles from becoming airborne.

**82. Closure of DMS:**

- a. The CONTRACTOR shall be responsible for the closure of the DMS within thirty (30) calendar days of shipping the last load of disaster-related debris for disposal. This closure shall include removal of site equipment, debris, and all remnants from the processing operation (such as temporary toilets, observation towers, security fence, etc.); grading the site; environmental remediation; and restoring the site to pre-work conditions. The site shall be restored in accordance with all State and local requirements. The CONTRACTOR shall receive approval from the COUNTY DEBRIS MANAGER, or designee, as to the final acceptance of a site closure. Final payment shall be released to the CONTRACTOR upon acceptance by the COUNTY.
- b. The CONTRACTOR shall remediate the entire DMS to pre-existing conditions. The CONTRACTOR shall prepare a cost for the remediation of each DMS for approval by the COUNTY DEBRIS MANAGER, or designee.
- c. Closure and Remediation of the DMS – After notice by the COUNTY, the CONTRACTOR shall cease debris collection activities and remove all CONTRACTOR's equipment and temporary structures and shall dispose of all residual debris from the DMS at an approved, final disposition site. Ash piles shall be tested for parameters as directed by the COUNTY using the Toxicity Characteristic Leaching Procedure. Ash shall be disposed of in a Class I landfill if contamination is not found. The COUNTY reserves the right to split samples or to obtain its own. If unacceptable levels of contamination are detected, the ash shall be disposed of in a hazardous material landfill. Once stockpiled debris is removed from the site, the CONTRACTOR shall test soil and groundwater. The test results shall be compared to baseline test results to determine if contaminants are present. The CONTRACTOR is responsible for the reclamation and remediation of the DMS to its original state which shall be subject to the COUNTY's final acceptance. The payment retainer shall not be released until all debris sites have been closed and remediated.

**83. Debris to DMS:** It is possible that residents of Osceola County may bring debris to a DMS. The CONTRACTOR shall store this material separately to allow for proper documentation of debris reduction for this source of debris.

**84. Other Contracts:** Other contracts may be issued for the purpose of removing disaster related debris within Osceola County. The COUNTY reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

**85. Measurements:**

- a. Measurement for the management and processing of all incoming debris will be by the cubic yard as determined through truck and trailer measurement. Partial loads shall be adjusted down by visual inspection by the COUNTY and/or its

representatives. Load measurements shall be documented on Load Tickets, and daily log sheets.

- b. Measurement for final haul out of all processed debris and residue shall be by the ton, if certified scales are available at the disposal site, or by the cubic yard as determined through truck and trailer measurement. If by the cubic yard, partial loads shall be adjusted down by visual inspection by the COUNTY and/or its representatives. Load measurements will be documented on Load Tickets and daily log sheets.
- c. All efforts required in mobilization, site set-up, site maintenance, site close-out, demobilization shall be considered as a total Project and included in the unit rates for debris collection, processing, and disposal.

**86. Load Tickets:**

- a. A five (5) part Load Ticket shall be used for recording volumes of debris removed and processed. The CONTRACTOR shall provide ticket forms with pre-printed unique ticket identifier.
- b. The COUNTY DEBRIS MANAGER, or designee, shall issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the DMS, the vehicle operator shall give the five copies to the COUNTY DEBRIS MANAGER, or designee, at the DMS Inspection Tower. The COUNTY DEBRIS MANAGER, or designee, shall validate the ticket and enter delivered volume as appropriate. The COUNTY DEBRIS MANAGER or designee, shall return two copies of the five part form to the vehicle operator. The DEBRIS MANAGER or designee shall separate the COUNTY ticket and place the CONTRACTOR tickets in a separate container.
- c. Subcontractors: Debris removal subcontractors shall not be permitted to unload the debris at a DMS without an approved Load Ticket that was partially completed by their assigned monitor.
- d. Subcontractor(s) shall not receive a load ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the DEBRIS MANAGER, or designee.
- e. The DEBRIS MANAGER or designee shall determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads shall be adjusted down during this visual inspection by the DEBRIS MANAGER or designee. Load measurements shall be documented on load tickets.
- f. The CONTRACTOR shall keep a daily updated log, in each DMS Inspection Tower, of all loads received, including the total volume of debris in each load. The daily log shall be completed by a representative of the CONTRACTOR that is stationed in the Inspection Tower.

**87. Traffic Control:**

- a. The CONTRACTOR shall be responsible for control of pedestrian and vehicular traffic in the work area. The CONTRACTOR shall provide all flag persons, signs, equipment, and other devices necessary to meet local, state, and federal requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.
- b. The CONTRACTOR shall be responsible for traffic control during operations performed by the CONTRACTOR's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition, and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.
- c. The CONTRACTOR must be qualified and provide the DEBRIS MANAGER, or designee, with copies of certifications to conduct traffic control operations on roads in Osceola County.
- d. The foregoing requirements are to be considered as minimum and the CONTRACTOR's compliance shall in no way relieve the CONTRACTOR of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

**88. Hazardous or Toxic Waste Issues:**

- a. The CONTRACTOR shall be required to construct a containment area at the DMS to store Hazardous Waste materials. This containment area shall consist of an earthen berm with a non-permeable liner. The containment area shall be covered at all times with a non-permeable cover.
- b. All materials that are classified Hazardous Waste shall be reported immediately to the COUNTY DEBRIS MANAGER, or designee. This material shall be segregated from the remaining debris using a method that will allow the remaining non-hazardous waste debris to be processed. All hazardous debris shall be moved and placed in the designated containment area.
- c. Regulated hazardous wastes shall be collected by a specialty contractor licensed and permitted to handle these types of materials. The CONTRACTOR shall notify the COUNTY DEBRIS MANAGER, or designee, of the location of any potential hazardous waste materials.

**89. Hazardous Waste Spills:**

- a. The CONTRACTOR shall be responsible for reporting to the COUNTY DEBRIS

MANAGER, or designee, and cleaning up all hazardous materials or waste spills caused by the CONTRACTOR's operations at no additional cost to the COUNTY.

- b. Immediate containment actions shall be taken as necessary to minimize the effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable local, state, and federal laws and regulations.
- c. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and the COUNTY DEBRIS MANAGER, or designee, immediately following discovery. A written follow-up report shall be submitted to the COUNTY DEBRIS MANAGER, or designee, no later than seven (7) days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:
  - i) Description of the material spilled (including identity, quantity, manifest number, etc.)
  - ii) Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported
  - iii) Exact time and location of spill, including description of the area involved
  - iv) Receiving stream or waters
  - v) Cause of incident and equipment and personnel involved
  - vi) Injuries or property damage
  - vii) Duration of discharge
  - viii) Containment procedures initiated
  - ix) Summary of all communications the CONTRACTOR has had with press, agencies, or government officials, other than the COUNTY.
  - x) Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

**90. Role and Responsibility of Debris Monitoring Consultant:** The COUNTY shall employ the services of a debris monitoring consultant to provide oversight of the CONTRACTOR's operations. In this capacity, the consultant shall act as the COUNTY's agent and has authority to act on its behalf, including giving direction to the CONTRACTOR on all operational, reporting and administrative matters.

**91. Chipping and Grinding:**

- a. When the COUNTY requires chipping/grinding as a method of debris reduction, it shall be the CONTRACTOR's responsibility to adequately dispose of the chips and/or mulch produced from the chipping/grinding, without any additional cost to the COUNTY. The CONTRACTOR may sell or give the chips and/or mulch for use in agricultural mulch, fuel, or wood products, consistent with federal, state and local requirements.

- b. The average chip size produced will be dependent on the needs of the end user or as defined by the COUNTY DEBRIS MANAGER, or designee. The reduction in volume of the vegetative debris shall be at least a four to one (4:1) ratio. The CONTRACTOR shall provide the COUNTY DEBRIS MANAGER, or designee, the specification of the grinder screen size and the reduction ratio for each grinder used on this contract for approval prior to commencing chipping or grinding operations.
- c. Contaminants are not permitted in the chips or mulch. Plastics, metals, pressure treated lumber, and other non-vegetative debris shall be eliminated. Sand and dirt should be minimized as much as possible. To help eliminate contaminants, root rake loading equipment should be used to feed material to the chipper/grinder. Bucket loaders tend to scoop up earth, which is a contaminant. Hand laborers must be utilized to pull out contaminants prior to feeding the chipper/grinders. Shaker screens are required when processing stumps with root balls or when large amounts of soil are present in the vegetative debris.
- d. Chips/mulch shall be stored in piles no higher than twelve (12) feet, and meet all state and local laws.
- e. The CONTRACTOR shall obtain in writing from the COUNTY DEBRIS MANAGER, or designee, any changes to the processing requirements above.

**92. Tree and Limb Removal:**

- a. Tree and limb work shall include the removal and disposal of hazardous leaning trees and hanging limbs in public right of way. Removal of hazardous trees or limbs on private property shall only be conducted at the direction of the COUNTY DEBRIS MANAGER, or designee, and not until the right of entry agreement has been generated by the property owners.
- b. Equipment used to remove hazardous hanging limbs shall have the ability to reach at least sixty (60) feet above the ground.
- c. The CONTRACTOR shall notify the COUNTY DEBRIS MANAGER, or designee, of any damage caused to private property or the public ROW during the course of tree or limb removal. The CONTRACTOR shall be responsible for repairs to private property or facilities within the public right-of-way caused by the removal of trees or limbs.
- d. Maximum allowable time for completion shall be ninety (90) calendar days, unless the COUNTY DEBRIS MANAGER, or designee, initiates additions or deletions to the contract by written change orders. Subsequent changes in completion time shall be equitably negotiated by both parties.
- e. The work shall consist of the removal of predetermined hazardous leaning trees or hanging limbs. The COUNTY DEBRIS MANAGER, or designee, shall provide the

CONTRACTOR with a list of trees and limbs prior to the start date of the Task Order.

- f. The CONTRACTOR shall provide at least one (1) site supervisor for each five (5) trees or limb cutting operations crews.
- g. The CONTRACTOR shall be required to remove trees and limbs that have fallen on houses or are threatening to fall on houses as a result of a disaster.
- h. All trees requiring removal shall be cut flush to the ground. It is possible that the COUNTY DEBRIS MANAGER, or designee, may require the remaining stump to be ground out. Pricing for stump grinding shall be provided in Exhibit B-5.
- i. All limbs shall be removed following proper procedures to avoid damage to the tree.
- j. All trees and limbs shall be disposed of at an Osceola County DMS.
- k. The CONTRACTOR shall use only rubber-tired equipment in the performance of removing trees and limbs.
- l. The CONTRACTOR shall take all necessary precautions to protect motorists, pedestrians, the public, and private property and all utilities.
- m. **Measurements for Tree Removal:** Measurement for tree removal will be determined at the tree trunk Diameter Breast Height (DBH). DBH is measured at four and one half (4-1/2) feet above ground level.
  - i. Measurement for leaning trees cut at the ROW line will be determined at the point of the cut.
  - ii. Measurement for limb removal shall be determined at the limbs origination point. Limbs shall be at least two (2) inches diameter and two (2) feet long to be considered hazardous.
- n. **Payment:** Payment for all trees removed shall be made at the unit prices as specified in Exhibit B-5. Removal of trees shall include cutting the tree flush to the ground and further field cutting to load the removed tree for hauling. Hauling, processing, and final disposal for the removed tree shall be treated as vegetative debris.
  - i. Payment for all limbs removed shall be made at the unit price per one (1) to five (5) or six (6) and greater limbs per tree based on the price as specified in Exhibit B-6. Payment shall be based on number of limbs per tree greater than two (2) inches in diameter and two (2) feet in length.

- ii. Other limbs less than two (2) inches in diameter shall also be removed. The cost for this removal shall be one (1) to five (5) limbs with no limit on the number of limbs per tree.
- iii. In the event that all limbs identified in a tree are less than two (2) inches, the rate shall be that proposed for one (1) to five (5) limbs per tree.
- iv. Payment for managing and operating the work sites, furnishing material, labor, tools and equipment necessary to remove and dispose of the trees and limbs, and providing for traffic control and safety measures, are all incorporated in the CONTRACTOR's unit prices.
- v. All invoices shall be submitted with a comprehensive tabular report listing all individual tree and limb removal locations. The report shall meet the COUNTY's requirements for invoicing and be approved prior to the invoicing process. All time and material charges shall be submitted with the appropriate backup documentation.

93. **Tentative Zones:** The following zones have been established but are subject to change:

- a. Buenaventura Lakes area and Boggy Creek Road
- b. Poinciana area including Pleasant Hill Road
- c. Eastern Osceola/ Narcoossee Road/Holopaw
- d. Southern Osceola/ Canoe Creek Road/ Kenansville

**Exhibit "B"**  
**Pricing Schedule**

<b>Project Management Category</b>	<b>Unit Price Per Hour for Year 1</b>	<b>Unit Price Per Hour for Year 2</b>	<b>Unit Price Per Hour for Year 3</b>
Project Principal	\$0.00	\$0.00	\$0.00
Project Manager	\$0.00	\$0.00	\$0.00
Field Superintendent	\$65.00	\$65.00	\$65.00
Field Supervisor	\$55.00	\$55.00	\$55.00
Data Technician	\$0.00	\$0.00	\$0.00
Administrative Assistant	\$0.00	\$0.00	\$0.00

<b>Work Crew/Category</b>	<b>Unit Price Per Hour for Year 1</b>	<b>Unit Price Per Hour for Year 2</b>	<b>Unit Price Per Hour for Year 3</b>
Equipment Operator-Front End Loader	\$20.00	\$20.00	\$20.00
Equipment Operator-Skid Steer Loader	\$15.00	\$15.00	\$15.00
Equipment Operator-Articulating Loader	\$20.00	\$20.00	\$20.00
Equipment Operator-Dump Truck	\$15.00	\$15.00	\$15.00
Equipment Operator-Flat Bed Truck	\$15.00	\$15.00	\$15.00
Equipment Operator-Trailer Mounted Mulcher	\$20.00	\$20.00	\$20.00
Equipment Operator-Backhoe	\$15.00	\$15.00	\$15.00
Equipment Operator-Clam Shell	\$25.00	\$25.00	\$25.00
Equipment Operator-Crane	\$50.00	\$50.00	\$50.00

Tool Operator(i.e. chain saw)		\$31.00	\$31.00	\$31.00
Traffic Controller		\$31.00	\$31.00	\$31.00
Laborer		\$31.00	\$31.00	\$31.00

Equipment and Specification		Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Aerial Lift, Self Propelled, Maximum platform height, 37 feet, Horsepower to 15, Articulated, Telescoping, Scissor		\$35.00	\$35.00	\$35.00
Aerial Lift, Self Propelled, Maximum platform height, 60 feet, Horsepower to 30, Articulated, Telescoping, Scissor		\$35.00	\$35.00	\$35.00
Aerial Lift, Self Propelled, Maximum platform height, 70 feet, Horsepower to 50, Articulated, Telescoping, Scissor		\$40.00	\$40.00	\$40.00
Aerial Lift, Self Propelled, Maximum platform height, 125 feet, Horsepower to 85, Articulated, Telescoping, Scissor		\$50.00	\$50.00	\$50.00
Aerial Lift, Self Propelled, Maximum platform height, 150 feet, Horsepower to 130, Articulated, Telescoping, Scissor		\$60.00	\$60.00	\$60.00
Aerial Lift, Truck Mounted, Maximum platform height, 25 feet, Articulated, Telescoping, Scissor		\$100.00	\$100.00	\$100.00

Aerial Lift, Truck Mounted, Maximum platform height, 50 feet, Articulated, Telescoping, Scissor		\$100.00	\$100.00	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 75 feet, Articulated, Telescoping, Scissor		\$100.00	\$100.00	\$100.00
Aerial Lift, Truck Mounted, Maximum platform height, 100 feet, Articulated, Telescoping, Scissor		\$100.00	\$100.00	\$100.00
Breaker, Hand Held Pavement, Weight, 25-90 pounds		\$25.00	\$25.00	\$25.00
Breaker, Pavement, To 70 Horsepower		\$25.00	\$25.00	\$25.00
Breaker, Pavement, To 105 Horsepower		\$25.00	\$25.00	\$25.00
Breaker, Pavement, To 137 Horsepower		\$25.00	\$25.00	\$25.00
Breaker, Pavement		\$25.00	\$25.00	\$25.00
Bucket, Clamshell, Capacity, 1 Cubic Yard		\$75.00	\$75.00	\$75.00
Bucket, Clamshell, Capacity, 2.5 Cubic Yard		\$75.00	\$75.00	\$75.00
Bucket, Clamshell, Capacity, 5 Cubic Yard		\$75.00	\$75.00	\$75.00
Bucket, Clamshell, Capacity, 7.5 Cubic Yard		\$75.00	\$75.00	\$75.00

Equipment and Specification		Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Chain Saw, Bar Length, 16 Inches		\$0.00	\$0.00	\$0.00
Chain Saw, Bar Length, 25 Inches		\$0.00	\$0.00	\$0.00
Chain Saw Pole, Bar Length, 18 Inches		\$0.00	\$0.00	\$0.00

Chipper Brush, Chipping Capacity, 6 Inches, To 35 Horsepower, Trailer Mounted		\$30.00	\$30.00	\$30.00
Chipper Brush, Chipping Capacity, 12 Inches, To 65 Horsepower, Trailer Mounted		\$40.00	\$40.00	\$40.00
Chipper Brush, Chipping Capacity, 16 Inches, To 100 Horsepower, Trailer Mounted		\$50.00	\$50.00	\$50.00
Chipper Brush, Chipping Capacity, 18 Inches, To 125 Horsepower, Trailer Mounted		\$60.00	\$60.00	\$60.00
Chipper Brush, Chipping Capacity, 18 Inches, To 200 Horsepower, Trailer Mounted		\$65.00	\$65.00	\$65.00
Chipper Brush, Chipping Capacity, 19 Inches, To 300 Horsepower, Trailer Mounted		\$80.00	\$80.00	\$80.00
Chipper Brush, Chipping Capacity, 19 Inches, To 450 Horsepower, Trailer Mounted		\$100.00	\$100.00	\$100.00
Chipper Brush, Chipping Capacity, To 650 Horsepower, Trailer Mounted		\$110.00	\$110.00	\$110.00
Crane, Maximum Lift Cap, 8 Metric Tons, To 80 Horsepower		\$110.00	\$110.00	\$110.00
Crane, Maximum Lift Cap, 15 Metric Tons, To 150 Horsepower		\$115.00	\$115.00	\$115.00
Crane, Maximum Lift Cap, 27 Metric Tons,		\$120.00	\$120.00	\$120.00

To 200 Horsepower				
Crane, Maximum Lift Cap, 45 Metric Tons, To 3000 Horsepower		\$125.00	\$125.00	\$125.00
Crane, Maximum Lift Cap, 70 Metric Tons, To 350 Horsepower		\$180.00	\$180.00	\$180.00
Crane, Maximum Lift Cap, 110 Metric Tons, To 450 Horsepower		\$250.00	\$250.00	\$250.00
Crane Truck Mounted, Maximum Lift Cap, 17,600 pounds		\$350.00	\$350.00	\$350.00
Crane Truck Mounted, Maximum Lift Cap, 33,000 pounds		\$500.00	\$500.00	\$500.00
Crane Truck Mounted, Maximum Lift Cap, 60,000 pounds		\$600.00	\$600.00	\$600.00
Crane Truck Mounted, Maximum Lift Cap, 120,000 pounds		\$900.00	\$900.00	\$900.00
Fork Lift, Capacity, 6,000 pounds, To 60 Horsepower		\$50.00	\$50.00	\$50.00
Fork Lift, Capacity, 12,000 pounds, To 90 Horsepower		\$75.00	\$75.00	\$75.00
Fork Lift, Capacity, 18,000 pounds, To 140 Horsepower		\$100.00	\$100.00	\$100.00

Equipment and Specification				
Fork Lift, Capacity 50,000, To 215 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Skid Steer, Operating Capacity, 1,000 pounds, To 35 Horsepower		\$45.00	\$45.00	\$45.00
Loader, Skid Steer, Operating Capacity, 2,000 pounds, To 65 Horsepower		\$45.00	\$45.00	\$45.00

Loader, Skid Steer, Operating Capacity, 3,000 pounds, To 85 Horsepower		\$50.00	\$50.00	\$50.00
Loader, Skid Steer, Operating Capacity, 4,000 pounds, To 94 Horsepower		\$50.00	\$50.00	\$50.00
Loader, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 38 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 1 Cubic Yard, To 60 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 2 Cubic Yard, To 105 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 3 Cubic Yard, To 152 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 4 Cubic Yard, To 200 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 5 Cubic Yard, To 250 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 6 Cubic Yard, To 305 Horsepower		\$110.00	\$110.00	\$110.00
Loader, Wheel, Bucket Capacity, 7 Cubic Yard, To 360 Horsepower		\$120.00	\$120.00	\$120.00
Loader, Wheel, Bucket Capacity, 8 Cubic Yard, To 415 Horsepower		\$120.00	\$120.00	\$120.00
Loader, Wheel, Bucket Capacity, 9 Cubic Yard, To 470 Horsepower		\$120.00	\$120.00	\$120.00
Loader, Wheel, Bucket Capacity, 10 Cubic Yard, To 530 Horsepower		\$120.00	\$120.00	\$120.00

Loader-Backhoe, Wheel, Bucket Capacity, 0.5 Cubic Yard, To 40 Horsepower		\$90.00	\$90.00	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1 Cubic Yard, To 70 Horsepower		\$90.00	\$90.00	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.5 Cubic Yard, To 95 Horsepower		\$90.00	\$90.00	\$90.00
Loader-Backhoe, Wheel, Bucket Capacity, 1.75 Cubic Yard, To 115 Horsepower		\$90.00	\$90.00	\$90.00
Saw Concrete, Blade Diameter, 14 inch, To 14 Horsepower		\$0.00	\$0.00	\$0.00

Equipment and Specification		Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Saw, Concrete, Blade Diameter, 26 inch, To 35 Horsepower		\$0.00	\$0.00	\$0.00
Saw, Concrete, Blade Diameter, 48 inch, To 65 Horsepower		\$0.00	\$0.00	\$0.00
Sweeper, Pavement, To 110		\$50.00	\$50.00	\$50.00
Sweeper, Pavement, To 150		\$50.00	\$50.00	\$50.00
Sweeper, Pavement, To 200		\$50.00	\$50.00	\$50.00
Trailer, Dump, Capacity, 20 Cubic Yard, Does not include prime mower		\$85.00	\$85.00	\$85.00

Trailer, Dump, Capacity, 30 Cubic Yard		\$95.00	\$95.00	\$95.00
Trailer, Dump, Capacity 40 Cubic Yard, Does not include prime mower		\$100.00	\$100.00	\$100.00
Trailer, Equipment, Capacity 30 tons		\$90.00	\$90.00	\$90.00
Trailer, Equipment, Capacity 40 tons		\$90.00	\$90.00	\$90.00
Trailer, Equipment, Capacity 60 tons		\$100.00	\$100.00	\$100.00
Trailer, Equipment, Capacity 120 tons		\$100.00	\$100.00	\$100.00
Truck, Dump, Truck Capacity 8 Cubic Yard, To 210 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Dump, Truck Capacity 10 Cubic Yard, To 235 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Dump, Truck Capacity 12 Cubic Yard, To 255 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Dump, Truck Capacity 18 Cubic Yard, To 330 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Dump, Truck Capacity 28 Cubic Yard, To 400 Horsepower		\$65.00	\$65.00	\$65.00
Truck, Dump, Truck Capacity 40 Cubic Yard, To 460 Horsepower		\$95.00	\$95.00	\$95.00
Truck, Dump, Truck Capacity 50 Cubic Yard, To 620 Horsepower		\$100.00	\$100.00	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 150,000 pounds, To 150 Horsepower		\$50.00	\$50.00	\$50.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 25,000 pounds, To 180 Horsepower		\$50.00	\$50.00	\$50.00

Truck, Flatbed, Maximum Gross Vehicle Weight, 30,000 pounds, To 215 Horsepower		\$75.00	\$75.00	\$75.00
Truck, Flatbed, Maximum Gross Vehicle Weight, 45,000 pounds, To 250 Horsepower		\$90.00	\$90.00	\$90.00

Equipment and Specification		Unit Price Per Hour for Year 1	Unit Price Per Hour for Year 2	Unit Price Per Hour for Year 3
Truck, Flatbed, Maximum Gross Vehicle Weight, 50,000 pounds, To 300		\$100.00	\$100.00	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, To 375		\$100.00	\$100.00	\$100.00
Truck, Flatbed, Maximum Gross Vehicle Weight, To 450		\$100.00	\$100.00	\$100.00
Truck Knuckle Boom, add flatbed truck to truck mounted crane		\$140.00	\$140.00	\$140.00
Truck Pick-up, To 130 Horsepower		\$50.00	\$50.00	\$50.00
Truck Pick-up, To 180		\$50.00	\$50.00	\$50.00
Truck Pick-up, To 230		\$50.00	\$50.00	\$50.00
Truck Pick-up, To 280		\$75.00	\$75.00	\$75.00
Truck Tractor, To 210		\$75.00	\$75.00	\$75.00
Truck Tractor, To 265		\$75.00	\$75.00	\$75.00
Truck Tractor, To 310		\$75.00	\$75.00	\$75.00
Truck Tractor, To 350		\$75.00	\$75.00	\$75.00
Tub Grinder, To 400 Horsepower		\$450.00	\$450.00	\$450.00
Tub Grinder, To 500 Horsepower		\$450.00	\$450.00	\$450.00
Tub Grinder, To 600 Horsepower		\$500.00	\$500.00	\$500.00

Tub Grinder, To 700 Horsepower		\$500.00	\$500.00	\$500.00
Tub Grinder, To 800 Horsepower		\$550.00	\$550.00	\$550.00
Tub Grinder, To 900 Horsepower		\$550.00	\$550.00	\$550.00
Tub Grinder, 1,000 Horsepower		\$550.00	\$550.00	\$550.00

Exhibit B-3 Hazardous Stump Size (Diameter)	Note Reference	Year 1 Unit Price Per Stump	Year 2 Unit Price Per Stump	Year 3 Unit Price Per Stump
12" to 23", Pulling Method	*1	\$0.00	\$0.00	\$0.00
24" to 48", Pulling Method	*2 and *3	\$50.00	\$50.00	\$50.00
49" to 72", Pulling Method	*2 and *3	\$75.00	\$75.00	\$75.00
73" and greater, Pulling Method	*2 and *3	\$75.00	\$75.00	\$75.00
73" and greater ( out of the ground)	*4	\$75.00	\$75.00	\$75.00
12" to 23", Grinding Method	*5	\$25.00	\$25.00	\$25.00
24" to 48", Grinding Method	*5	\$25.00	\$25.00	\$25.00
49" to 72", Grinding Method	*5	\$30.00	\$30.00	\$30.00
73" and greater, Grinding Method	*5	\$30.00	\$30.00	\$30.00

**Reference Notes \*1:** The removal of the stump shall be treated as regular vegetative debris, however, the CONTRACTOR's rate shall include to repair the area of the stump removal.

**Reference Notes \*2:** The diameter of the stump is measured two (2) feet up from the ground.

**Reference Notes \*3:** The rate includes removal, load and haul, trimming of roots, restoration of the site including sodding, and final disposal.

**Reference Notes \*4:** The rate is for loading and hauling only. The cost for pulling it out of the ground is not applicable.

**Reference Notes\*5:** It shall be assumed that the tree has previously cut flush to the ground. The cost of the tree cutting is included in Exhibit B-5.

Exhibit B-4 Debris Type	Note Reference	Year 1 Unit Price Per Cubic Yard	Year 2 Unit Price Per Cubic Yard	Year 3 Unit Price Per Cubic Yard
Vegetative Debris	*1	\$19.50	\$19.50	\$19.50
Construction and Demolition and White Goods		\$18.00	\$18.00	\$18.00

**Reference Notes\*1:** Includes all vegetative debris including cut tree segments, branches, stump remnants and above ground stumps.

The cubic yard price includes payment for the entire operation. There will be no separate billing for specific projects such as site preparation or restoration, loading and hauling to a debris management site(DMS), DMS site preparation and set-up, operation, volume reduction (grinding or incineration), haul out of material to final disposal, and DMS site restoration, etc.

Exhibit B-5 Removal of Tree Diameter/Breast Height (DBH) (Inches)	Note Reference	Year 1 Unit Price Per Tree	Year 2 Unit Price Per Tree	Year 3 Unit Price Per Tree
12" to 23" inches	*1	\$10.00	\$10.00	\$10.00
24" to 48" inches		\$20.00	\$20.00	\$20.00
49" to 72" inches		\$30.00	\$30.00	\$30.00
73" and greater		\$35.00	\$35.00	\$35.00

**Reference Notes\* 1:** The rate includes the cutting of the tree flush to the ground and sufficient field reduction as required for loading into a haul vehicle.

Exhibit B-6 Hazardous/Eligible Limb Quantity per Tree	Note Reference	Year 1 Unit Price Per Tree	Year 2 Unit Price Per Tree	Year 3 Unit Price Per Tree
1 to 5	*1	\$15.00	\$15.00	\$15.00
6 and greater		\$15.00	\$15.00	\$15.00
Ineligible Limb Per Tree (less than 2" in diameter)				
One or more limbs		\$50.00	\$50.00	\$50.00

**Reference Notes \*1 :** Removal of tree limbs must satisfy the hazardous limb criteria of at least 2 inches in diameter and 2 feet in length.

STATE OF FLORIDA, COUNTY OF OSCEOLA, I HEREBY CERTIFY  
that the above original copy is a true copy of the  
original document recorded in the public records  
Clerk of the Board of County Commissioners

7/14/09 *[Signature]*

CLERK OF THE BOARD  
OSCEOLA COUNTY, FLA.