



**Daniel Nibouar**  
Interim Director

**Disaster Management**  
1710 Red Soils Ct., Ste. 225  
Oregon City, OR 97045

T 503-655-8378

[clackamas.us](http://clackamas.us)

Board of County Commissioners  
Clackamas County

Members of the Board:

**Approval of a Contract with AshBritt, Inc. for the  
On-Call Disaster Debris Removal and Disposal Services Project**

<b>Purpose/Outcome</b>	Execution of Contract # 4669 for On-Call Disaster Debris Removal and Disposal Services in the event of a major disaster. The contract is intended for use for a disaster that generates debris that is or is likely to be a FEMA-declared disaster.
<b>Dollar Amount and Fiscal Impact</b>	Contract is on an as needed or on-call basis. The exact amount of work that may be necessary, if any, is unknown and will only arise upon the occurrence of a major disaster event.
<b>Funding Source</b>	Disaster Management. (In the event of an emergency declaration, funding would be identified and approved by the Board as needed, and allocated for expenditure through Disaster Management. As an on-call disaster response contract, funding is not identified or encumbered in advance)
<b>Duration</b>	Date of signature through September 30, 2026
<b>Previous Board Action/Review</b>	Debris monitoring contract (another important component of disaster debris response) was approved with TetraTech on June 4, 2020.  At an October 20, 2020 policy session, the Board directed staff to develop and proceed through an RFP process to secure a 5-year on-call contract for debris removal services covering all disaster debris scenarios.
<b>Strategic Plan Alignment</b>	1. <i>How does this item align with your department's Strategic Business Plan goals? Disaster response planning to respond to a regional or local disaster is a strategic focus for Transportation &amp; Development (DTD). This contract is an important component of a complete disaster debris plan and strategy which is a Strategic Result for DTD. Disaster debris planning has a role in supporting a resilient community in recovery from disasters, which is a strategic result for Disaster Management.</i>  2. <i>How does this item align with the County's Performance Clackamas goals? Disaster debris planning, of which this contract is one part, does not advance a specific Performance Clackamas goal, but helps to support the Performance Clackamas strategic priorities to Ensure Safe, Healthy and Secure Communities and a Vibrant Economy.</i>
<b>Counsel Review</b>	AN, September 29, 2021
<b>Procurement Review</b>	Was this project processed through Procurement? Yes.
<b>Contact Person</b>	Eben Polk, Sustainability Supervisor, 503-742-4470; Daniel Nibouar, Interim Director Disaster Management, 503-650-3381
<b>Contract No.</b>	4669



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**Background:**

Clackamas County suffers disasters that generate debris that must be responsibly removed, sorted, and disposed. Floods, forest fires, landslides, earthquakes, wind and ice storms, and volcanic events all may result in debris requiring cleanup. Recent examples include the September 2020 wildfires and the February 2021 ice storm, both of which were declared as a disaster at the local, state and federal level, and for which debris removal funds were available through FEMA. Debris cleanup after a large event such as a Cascadia fault earthquake could cost more than \$100 million. Rapid activation of a qualified debris removal contractor is essential for protecting public health and safety and for expediting disaster recovery. A qualified debris removal contractor is also key to maximizing cost recovery from FEMA. While other agencies are anticipated to have roles in removing debris depending on the nature, location and size of an event, potentially including state or regional agencies, recent experience demonstrates that a disaster may be focused in Clackamas County without impacting other counties in the tri-county Metro area.

This contract is a new and important element of the County's planning to handle disaster debris and compliments the County's existing on-call Debris Monitoring Contract signed in 2020. FEMA guidance outlines a role for the debris removal contractor to collect, haul, and recycle or dispose of debris from public lands and roadways (and in certain circumstances from private property). The complimentary role of the debris monitoring contractor (which the County already has in place) is to oversee and monitor debris removal operations to ensure accurate reporting and accountability—which helps ensure FEMA reimbursement.

**Procurement Process:**

Following direction from the Board to proceed in developing a Request for Proposals for on-call debris removal services, staff convened a group to develop a scope of work and RFP. This process was interrupted at points by active response to wildfire and ice storm events. The process, as with other disaster debris planning work in recent years, was staffed collaboratively by Transportation and Development (which has a significant role in Emergency Operations Center activity including debris removal, and hosts the Debris Manager designation) and Disaster Management (as the lead department in disaster response).

The RFP was advertised in accordance with ORS and LCRB Rules on April 20, 2021. Proposals were opened on June 1, 2021. The County received five (5) Proposals: AshBritt Inc, Ceres Environmental Services, DRC Emergency Services, Southern Disaster Recovery, and T.F.R. An evaluation committee of staff from Transportation & Development (4), Disaster Management (2), Finance (1) personnel and a guest evaluator from Public Works Department at Lake Oswego reviewed the proposals. AshBritt, Inc.'s proposal confirmed their capability of performance and ranking them the highest scored proposer. Upon Contract award, the final statement of work was negotiated and finalized.

**Recommendation:**

Staff respectfully recommends that the Board approve and execute the on-call disaster debris removal and disposal services Contract with AshBritt, Inc.

Respectfully Submitted,

Daniel Nibouar  
Interim Director



**CLACKAMAS COUNTY  
GOODS AND SERVICES CONTRACT  
Contract #4669**

This Goods and Services Contract (this “Contract”) is entered into between **AshBritt, Inc.** (“Contractor”), and Clackamas County, a political subdivision of the State of Oregon (“County”), on behalf of its Department of Disaster Management, for the purposes of providing on-call disaster debris removal and disposal services (“Work”).

**I. TERM**

This Contract shall become effective upon signature of both parties and shall remain in effect until **September 30, 2026**. This Contract and any amendments to this Contract will not be effective until approved in writing by an authorized representative of the Board of County Commissioners of Clackamas County. This Contract supersedes and cancels any prior contracts between the parties hereto for similar services.

**II. SCOPE OF WORK**

This Contract covers the Scope of Work as described in RFP#2020-101 Disaster Debris Removal and Disposal, issued on April 20, 2021, attached and hereby incorporated by reference as Exhibit “B.” This Contract consists of the following documents which are listed in descending order of precedence and are attached and incorporated by reference, this Contract, Exhibit “B”, and the Contractor’s Proposal attached and hereby incorporated by reference as Exhibit “C.” Work shall be performed in accordance with a schedule approved by the County. The Contractor shall meet the highest standards prevalent in the industry or business most closely involved in providing the appropriate goods or services. The County’s Representative for this contract is: Daniel Nibouar.

**III. COMPENSATION**

**1. PAYMENT.** The County agrees to compensate the Contractor for performing the Work on a time and material basis, as detailed in this Contract. Work performed under this is Contract is on an as-needed or on-call basis. The exact amount of Work that may be necessary, if any, is unknown and will only arise upon the occurrence of a major disaster event. Because this Contract is on an on-call or as-needed basis, and the exact nature of Work required by County, if any, is unknown, nothing herein shall be construed as a promise to pay Contractor a specific amount. In the event County does request Contractor perform the Work, consideration rates shall be on a time and materials basis in accordance with the rates and costs specified in Exhibit C. If any interim payments to Contractor are made, such payments shall be made only in accordance with the schedule and requirements in Exhibit C.

Contractor agrees to perform the Work on behalf of the County and the following entities: Water Environment Services, North Clackamas Parks and Recreation District, the Development Agency of Clackamas County, the Housing Authority of Clackamas County, and any special district or urban renewal agency that follows the County’s Local Contract Review Board rules and is approved by the County, in writing, to receive the Work under this Contract.

When the County wishes Contractor to perform the Work, the County will submit an official County Task Order form (found at: <https://www.clackamas.us/finance/terms.html>) detailing the scope of Work, the entity on whose behalf the Work will be performed, and the total compensation, pursuant to the fee schedule set forth in this Contract. Contractor may not perform Work until the County Task

Order form has been executed by the parties. In the event a project authorized under the County Task Order extends beyond the expiration of this Contract, the County Task Order shall remain in effect under the terms of this Contract until the completion or expiration of the authorized task.

No task order shall modify or amend the terms and conditions of this Contract.

The County Contract administrator for this Contract is the County Procurement and Contract Services Division. For each authorized Task Order, a project specific department representative shall be identified for coordination of the work.

2. **TRAVEL EXPENSE REIMBURSEMENT.** Authorized:  Yes  No  
If travel expense reimbursement is authorized in this Contract, such expenses shall only be reimbursed at the rates in the County Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time of the expense is incurred.
3. **INVOICES.** Invoices submitted for payment in connection with this Contract shall be properly documented and shall indicate pertinent County contract and/or purchase order numbers. All charges shall be billed monthly (unless a different payment period is outlined in Exhibit A) and will be paid net thirty (30) days from receipt of invoice and shall be subject to Oregon Revised Statute (“ORS”) 293.462. If Contractor fails to present invoices in proper form within sixty (60) calendar days after the end of the month in which the services were rendered, Contractor waives any rights to present such invoice thereafter and to receive payment therefor. Invoices shall be submitted to the County Representative at: [DNibouar@clackamas.us](mailto:DNibouar@clackamas.us)

4. **CONTRACTOR AND COUNTY CONTACTS.**

Contractor	County
Administrator: Rob Ray Phone: 954-868-9502 Email: <a href="mailto:r-ray@ashbritt.com">r-ray@ashbritt.com</a>	Administrator: Daniel Nibouar Phone: 503-650-3381 Email: <a href="mailto:DNibouar@clackamas.us">DNibouar@clackamas.us</a>

IV. **CONTRACT PROVISIONS**

1. **ACCESS TO RECORDS.** Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. County and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to this Contract for the purpose of making audit, examination, excerpts, and transcripts. Such books and records shall be maintained by Contractor for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever date is later.
2. **AVAILABILITY OF FUNDS.** County certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current annual appropriation or expenditure limitation, provided, however, that continuation of this Contract, or any extension, after the end of the fiscal period in which it is written, is contingent on a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of the County’s reasonable

administrative discretion, to continue to make payments under this Contract.

3. **CAPTIONS.** The captions or headings in this Contract are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Contract.
4. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor shall also comply with the Americans with Disabilities Act of 1990 (Pub. L. No. 101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659A.142, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Funds from such Contractor responsibilities incurred in the performance of this Contract; not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate County official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.
5. **EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.
6. **GOVERNING LAW.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon without regard to principles of conflicts of law. Any claim, action, or suit between County and Contractor that arises out of or relates to the performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Clackamas County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon.
7. **HAZARD COMMUNICATION.** Contractor shall notify County prior to using products containing hazardous chemicals to which County employees may be exposed, which includes any hazardous, toxic, or dangerous substance, waste, or material that is the subject of environmental protection legal requirements or that becomes regulated under any applicable local, state or federal law, including but not limited to the items listed in the United States Department of Transportation Hazardous Materials Table (49 CFR §172.101) or designated as hazardous substances by Oregon Administrative Rules, Chapter 437, or the United States Environmental Protection Agency (40 CFR Part 302), and any amendments thereto. Upon County's request, Contractor shall immediately provide Safety Data Sheets for the products subject to this provision.
8. **INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work, or from any act, omission, or neglect of Contractor, its subcontractors, agents, or employees. The Contractor agrees to indemnify, hold harmless and defend the County, and their officers, elected officials, agents and employees from and against all claims and actions, and all expenses incidental to the investigation and defense thereof, arising out of or based

upon damage or injuries to persons or property caused by the errors, omissions, fault or negligence of the Contractor or the Contractor's employees, subcontractors, or agents.

**9. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the County reserves the right to determine (and modify) the delivery schedule for the Work to be performed and to evaluate the quality of the completed performance, County cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of County for any purpose, including, but not limited to: (A) The Contractor will be solely responsible for payment of any Federal or State taxes required as a result of this Contract; (B) This Contract is not intended to entitle the Contractor to any benefits generally granted to the County employees, including, but not limited to, vacation, holiday and sick leave, other leaves with pay, tenure, medical and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement; and (C) If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor shall qualify and remain qualified for the term of this Contract as an insured employer under ORS Chapter 656.

**10. INSURANCE.** Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. Contractor shall provide insurance as indicated below:

**A. COMMERCIAL GENERAL LIABILITY**

The Contractor agrees to furnish the County evidence of commercial general liability insurance with a combined single limit of not less than \$1,000,000 for each claim, incident, or occurrence, with an aggregate limit of \$2,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of personal injury, bodily injury, death or damage to property, including loss of use thereof, in any way related to this Contract. The general aggregate shall apply separately to this project / location. The County, at its option, may require a complete copy of the above policy.

**B. AUTOMOBILE LIABILITY**

The Contractor agrees to furnish the County evidence of business automobile liability insurance with a combined single limit of not less than \$1,000,000 for bodily injury and property damage for the protection of the County, its officers, elected officials, agents, and employees against liability for damages because of bodily injury, death or damage to property, including loss of use thereof in any way related to this Contract. The County, at its option, may require a complete copy of the above policy.

**C.** Contractor shall provide County a certificate of insurance naming the Clackamas County and its officers, elected officials, agents, and employees as an additional insured. If Contractor's insurance policy does not include a blanket endorsement for additional insured status when/where required by written contract (as required in this Contract), the insurance, shall include Clackamas County and its officers, elected officials, agents, and employees as expressly scheduled additional insured. Use CG 20 10 or its equivalent. Such insurance shall provide sixty (60) days written notice to the County in the event of a cancellation or material change and include a statement that no act on the part of the insured shall affect the coverage afforded to the County under this insurance. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**D.** If the Contractor has the assistance of other persons in the performance of this Contract, and the Contractor is a subject employer, the Contractor agrees to qualify and remain qualified for the term of this Contract as an insured employer under ORS 656. The Contractor shall maintain

employer's liability insurance with limits of \$100,000 for each accident, \$100,000 per disease for each employee, and \$500,000 each minimum policy limit.

**E.** If any other required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of thirty-six (36) months or the maximum time period the Contractor's insurer will provide "tail" coverage as subscribed, whichever is greater, or continuous "claims made" liability coverage for thirty-six (36) months following the contract completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided it's retroactive date is on or before the effective date of this Contract.

**F.** There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 60 days written notice by the Contractor to the County. This policy(s) shall be primary insurance with respect to the County. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

**G.** Contractor shall require that all of its subcontractors of any tier provide insurance coverage (including additional insured provisions) and limits identical to the insurance required of the Contractor under this Contract, unless this requirement is expressly modified or waived by the County.

**11. LIMITATION OF LIABILITIES.** Except for liability arising under or related to Section 14 or 21(B), neither party shall be liable for (i) any indirect, incidental, consequential or special damages under this Contract or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms. This Contract is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10, of the Oregon Constitution, and is contingent upon funds being appropriated therefore. Any provisions herein which would conflict with law are deemed inoperative to that extent.

**12. NOTICES.** Except as otherwise provided in this Contract, any required notices between the parties shall be given in writing by personal delivery, email, or mailing the same, to the Contract Administrators identified in Article II, Section 4. If notice is sent to County, a copy shall also be sent to: Clackamas County Procurement, 2051 Kaen Road, Oregon City, OR 97045, or [procurement@clackamas.us](mailto:procurement@clackamas.us). Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing, and immediately upon personal delivery, or within 2 hours after the email is sent during County's normal business hours (Monday – Thursday, 7:00 a.m. to 6:00 p.m.) (as recorded on the device from which the sender sent the email), unless the sender receives an automated message or other indication that the email has not been delivered.

Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or County at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any such communication or notice delivered by facsimile shall be deemed to be given when receipt of transmission is generated by the transmitting machine. To be effective against County, such facsimile transmission must be confirmed by telephone notice to County's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**13. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the "Work Product") is the exclusive property of County. County and Contractor intend that such Work Product be deemed "work made for hire" of which County shall be deemed the author. If for any reason the Work Product is not deemed "work for hire," Contractor hereby

irrevocably assigns to County all of its right, title, and interest in and to any and all of the Work Product, whether arising from copyright, patent, trademark or trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as County may reasonably request in order to fully vest such rights in County.

Contractor forever waives any and all rights relating to the Work Product, including without limitation, any and all rights arising under 17 USC § 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**14. REPRESENTATIONS AND WARRANTIES.** Contractor represents and warrants to County that (1) Contractor has the power and authority to enter into and perform this Contract; (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor enforceable in accordance with its terms; (3) the Work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards; and (4) Contractor shall at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the Work. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

- a. **Performance Warranty.** Contractor warrants that the goods provided to the County shall consistently perform according to the performance characteristics described in the Scope of Work.
- b. **Service Warranty.** Contractor warrants that the services provided herein to the County, if any, will be performed in a workmanlike manner and in accordance with the highest professional standards. Contractor's liability and County's remedy under this services warranty are limited to Contractor's prompt correction of such services, provided that written notice of such alleged defective services shall have been given by the County to Contractor. The County agrees to provide Contractor reasonable access to the goods for purposes of repair or replacement under this services warranty. Failure of Contractor to promptly correct problems pursuant to this Service Warrant shall be deemed a material breach of this Contract.

**15. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Article IV, Sections: 1, 6, 8, 11, 13, 14, 15, 16, 18, 21, 22, 23, 27, and 32 and all other terms and conditions which by their context are intended to survive termination of this Contract.

**16. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**17. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract by operation of law or otherwise, without obtaining prior written approval from the County. In addition to any provisions the County may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 8, 13, 15, and 26 as if the subcontractor were the Contractor. County's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**18. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective authorized successors and assigns.

**19. TAX COMPLIANCE CERTIFICATION.** Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. Any violation of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty in this Contract that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to: (A) Termination of this Contract, in whole or in part; (B) Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to County's setoff right, without penalty; and (C) Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement performance. These remedies are cumulative to the extent the remedies are not inconsistent, and County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

The Contractor represents and warrants that, for a period of no fewer than six calendar years preceding the effective date of this Contract, has faithfully complied with: (A) All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318; (B) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor; (C) Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and (D) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

**20. TERMINATION.** This Contract may be terminated for the following reasons: (A) This Contract may be terminated at any time by mutual consent of the parties, or by the County for convenience upon thirty (30) days' written notice to the Contractor; (B) County may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the County, if (i) federal or state laws, rules, regulations, or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or the County are prohibited from paying for such work from the planned funding source; or (ii) any license or certificate required by law or regulation to be held by the Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed; (C) This Contract may also be immediately terminated by the County for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from the County, fails to correct such failure within ten (10) business days; or (D) If sufficient funds are not provided in future approved budgets of the County (or from applicable federal, state, or other sources) to permit the County in the exercise of its reasonable administrative discretion to continue this Contract, or if the program for which this Contract was executed is abolished, County may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice.

**21. REMEDIES.** (A) In the event of termination pursuant to Section 20(A), (B)(i), or (D), Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the County, less previous amounts paid and any

claim(s) which the County has against Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under Section 21(A), Contractor shall pay any excess to County on demand. (B) In the event of termination pursuant to Sections 20(B)(ii) or 20(C), the County shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under Sections 20(B)(ii) or 20(C), the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 20(A). (C) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless County expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to County all documents, information, works-in-progress and other property that are or would be deliverables had the Contract work been completed. Upon County's request, Contractor shall surrender to anyone County designates, all documents, research or objects or other tangible things needed to complete the work.

- 22. NO ATTORNEY FEES.** In the event any arbitration, action or proceeding, including any bankruptcy proceeding, is instituted to enforce any term of this Contract, each party shall be responsible for its own attorneys' fees and expenses.
- 23. NO THIRD PARTY BENEFICIARIES.** County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Contract.
- 24. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.
- 25. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State, Corporate Division, all information required by those agencies relative to this Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.
- 26. FORCE MAJEURE.** Neither County nor Contractor shall be held responsible for delay or default caused by fire, terrorism, riot, acts of God, or war where such cause was beyond, respectively, County's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.
- 27. WAIVER.** The failure of County to enforce any provision of this Contract shall not constitute a waiver by County of that or any other provision.
- 28. COMPLIANCE.** Pursuant to the requirements of ORS 279B.020 and 279B.220 through 279B.235 and Article XI, Section 10, of the Oregon Constitution, the following terms and conditions are made a part of this Contract: (A) Contractor shall: (i) Make payments promptly, as due, to all persons supplying to the Contractor labor or materials for the prosecution of the work provided for in this Contract; (ii) Pay all contributions or amounts due the Industrial Accident Fund from such Contractor or subcontractor incurred in the performance of this Contract; (iii) Not permit any lien or claim to be filed or prosecuted against the County on account of any labor or material furnished. (B) If the Contractor fails, neglects or refuses to make prompt payment of any claim for labor or services furnished to the Contractor or a subcontractor by any person in connection with this Contract as such claim becomes due, the proper officer representing the County may pay such claim to the person furnishing the labor or services and charge the amount of the payment against funds due or to become

due the Contractor by reason of this Contract. (C) The Contractor shall pay employees for work in accordance with ORS 279B.020 and ORS 279B.235, which is incorporated herein by this reference. All subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126. The Contractor shall comply with the prohibitions set forth in ORS 652.220, compliance of which is a material element of this Contract and failure to comply is a material breach that entitles County to exercise any rights and remedies available under this Contract including, but not limited to, termination for default. (D) The Contractor shall promptly, as due, make payment to any person or copartnership, association or corporation furnishing medical, surgical and hospital care or other needed care and attention incident to sickness and injury to the employees of the Contractor, of all sums which the Contractor agrees to pay for such services and all moneys and sums which the Contractor collected or deducted from the wages of the Contractor's employees pursuant to any law, contract or agreement for the purpose of providing or paying for such services.

- 29. DELIVERY.** All deliveries shall be F.O.B. destination with all transportation and handing charges paid by the Contractor, unless specified otherwise in this Contract. Responsibility and liability for loss or damage shall remain with the Contractor until final inspection and acceptance, when responsibility shall pass to the County except as to latent defects, fraud and Contractor's warranty obligations.
- 30. INSPECTIONS.** Goods and services furnished under this Contract will be subject to inspection and test by the County at times and places determined by the County. If the County finds goods and services furnished to be incomplete or not in compliance with the Contract, the County, at its sole discretion, may either reject the goods and services, require Contractor to correct any defects without charge, or negotiate with Contractor to sell the goods and services to the County at a reduced price, whichever the County deems equitable under the circumstances. If Contractor is unable or refuses to cure any defects within a time deemed reasonable by the County, the County may reject the goods and services and cancel the Contract in whole or in part. Nothing in this paragraph shall in any way affect or limit the County's rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
- 31. FEDERAL CONTRACTING REQUIREMENTS.** County intends that all or a portion of the consideration paid to Contractor is eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency. This Contract is subject to the additional terms and conditions, required by federal law for a federal award, set in **Exhibit B**, attached hereto and incorporated by this reference herein. All terms and conditions required under applicable federal law for a federal award including, but no limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein
- 32. MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES WITH RESPECT TO THE SUBJECT MATTER REFERENCED THEREIN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THIS CONTRACT AND**

**CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.**

By their signatures below, the parties to this Contract agree to the terms, conditions, and content expressed herein.

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

Clackamas County

  
\_\_\_\_\_  
Authorized Signature                      Date

\_\_\_\_\_  
Chair

Dow Knight, Senior Vice President  
\_\_\_\_\_  
Name / Title (Printed)

\_\_\_\_\_  
Recording Secretary                      Date

1218761-97  
\_\_\_\_\_  
Oregon Business Registry #

Approved as to Form:

S Corporation - State of Florida  
\_\_\_\_\_  
Entity Type / State of Formation

  
\_\_\_\_\_  
County Counsel                      09/29/2021  
Date

**Exhibit A**  
**ADDITIONAL FEDERAL TERMS AND CONDITIONS**

As used herein, “Contractor” means AshBritt, Inc., and “County” means Clackamas County, a political subdivision of the State of Oregon.

1. The County intends that all or a portion of the consideration paid to Contractor will be eligible for reimbursement by one or more federal agencies including, but not limited to, the Federal Emergency Management Agency (“FEMA”). This Contract is subject to the additional terms and conditions required by federal law for a federal award. All terms and conditions required under applicable federal law for a federal award including, but not limited to, 2 C.F.R. § 200.326 and 2 C.F.R. § Pt. 200, App. II, are hereby incorporated by this reference herein.
2. Termination. This Contract may be terminated by mutual agreement of the parties or by the County for one of the following reasons: (i) for convenience upon thirty (30) days written notice to Contractor; or (ii) at any time the County fails to receive funding, appropriations, or other expenditure authority as solely determined by the County.
3. By execution of this Contract, Contractor hereby certifies that it and all subcontractors will comply with (i) all Federal statutes relating nondiscrimination, including, but not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis race, color or national origin; Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 et seq.), which prohibits discrimination on the basis of sex; the Age Discrimination Act of 1975, as amended (29 U.S.C. §§6101 et seq.), which prohibits discrimination on the basis of age; the Rehabilitation Act of 1973, as amended (29 U.S.C. §§793 et seq.), which prohibits discrimination against requires affirmative action for qualified individuals with disabilities; the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (42 U.S.C. §§4541 et seq.), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; Title VII of the Civil Rights Act of 1969 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; any other discrimination provisions in the specific statute(s) under which for Federal assistance is being made; and the requirements of any other nondiscrimination statute(s) which may apply; (ii) will comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 et. seq.), and shall file the required certification if the award is \$100,000 or more; and (iii) will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
4. If this Contract involves a federal award that meets the definition of a “funding agreement” under 37 CFR § 401.2 (a), and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
5. If this Agreement is in excess of \$150,000, Contractor certifies that it and all subcontractors will

comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the awarding Federal Department and the appropriate Regional Office of the Environmental Protection Agency. Contractor shall include these requirements in all contracts with subcontractors receiving more than \$150,000.

6. If this Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, Contractor and all subcontractors will comply with all applicable standards, orders or regulations issued pursuant to the Contract Work Hours and Safety Standards Act 40 USC §§3701 et seq. as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. Contractor shall include and require all providers to include in all contracts with subcontractors receiving more than \$100,000, language requiring the subcontractor to comply with the federal laws identified in this section.
7. Contractor shall comply with 2 CFR 180.220 and 925. These regulations restrict sub-awards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at <https://www.sam.gov>. The Excluded Parties List System contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than E.O. 12549 and 12689. Awards that exceed the simplified acquisition threshold shall provide the required certification regarding their exclusion status and that of their principals prior to award. Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. 180.995) or its affiliates (defined at 2 C.F.R. 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. 180.935). The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction that Contractor enters into. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, then in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
8. Record Retention. Contractor will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings that are directly related to this Agreement for a minimum of six (6) years, or such longer period as may be required by the federal agency or applicable state law, following final payment and termination of this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later, according to 2 CFR 200.333-337. Contractor agrees to provide to the County, to the FEMA Administrator, to the Comptroller General of the United States, or to any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the Administrator's authorized representative's access to construction or other work sites pertaining to the Work being completed

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

9. DHS Seal, Logo, and Flags: Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
10. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgement that FEMA financial assistance may be used to fund this Contract only. Contractor will comply with all federal law, regulations, executive orders, FEMA policies, procedures, and directives.
11. No Obligation by Federal Government: The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
12. Program Fraud and False or Fraudulent Statements or Related Acts: Contractor acknowledges the 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.
13. Contractor will comply with all requirements of 2 CFR 200.321.
14. Procurement of Recovered Materials (Reference 2 CFR 200.322): Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
15. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification, set forth below. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Contractor hereby makes the following certification:

Byrd Anti-Lobbying Amendment Certification  
for Contracts, Grants, Loans, and Cooperative Agreements

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

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

loan, or cooperative agreement.

- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

  
\_\_\_\_\_  
Signature of Contractor's Authorized Official

Dow Knight, Senior Vice President  
\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

09/28/2021  
\_\_\_\_\_  
Date

**EXHIBIT B**  
**RFP#2020-101**  
**Disaster Debris Removal and Disposal**



**REQUEST FOR PROPOSALS #2020-101**

**FOR**

**Disaster Debris Removal and Disposal**

**BOARD OF COUNTY COMMISSIONERS**

**TOOTIE SMITH, Chair**  
**SONYA FISCHER, Commissioner**  
**MARK SHULL, Commissioner**  
**PAUL SAVAS, Commissioner**  
**MARTHA SCHRADER, Commissioner**

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**Gary Schmidt**  
**County Administrator**

**Ryan Rice**  
**Clackamas County Procurement**

**Tralee Whitley**  
**Analyst**

**PROPOSAL CLOSING DATE, TIME AND LOCATION**

**DATE:** **June 1, 2021**

**TIME:** **2:00 PM, Pacific Time**

**PLACE:** **Clackamas County Procurement Division**  
**Clackamas County Public Services Building**  
**2051 Kaen Road, Oregon City, OR 97045**

## **SCHEDULE**

Request for Proposals Issued .....	April 20, 2021
Protest of Specifications Deadline .....	April 27, 2021, 5:00 PM, Pacific Time
Deadline to Submit Clarifying Questions .....	May 25, 2021, 5:00 PM, Pacific Time
Request for Proposals Closing Date and Time.....	June 1, 2021, 2:00 PM, Pacific Time
Deadline to Submit Protest of Award .....	Seven (7) days from the Intent to Award
Anticipated Contract Start Date... ..	July 2021

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**SECTION 1**  
**NOTICE OF REQUEST FOR PROPOSALS**

Notice is hereby given that Clackamas County through its Board of County Commissioners will receive sealed Proposals per specifications until **2:00 PM, June 1, 2021** (“Closing”), to provide Disaster Debris Removal and Disposal. No Proposals will be received or considered after that time.

This RFP is not intended to replace any prequalified list that were awarded under RFP#2020-124 Disaster Debris Clearance, Removal and Disposal. This RFP is intended to result in an On-Call contract. This contract is expected to become effective on or about July 2021 and expire on June 30, 2026. However, as On-Call contracts, there is no guarantee payment level. Major disasters impacting communities the size of Clackamas County may result in debris removal costs of \$25,000,000 or more.

RFP Documents can be downloaded from ORPIN at the following address:

<http://orpin.oregon.gov/open.dll/welcome>, Document No. C01010-2020-101-21.

Prospective Proposers will need to sign in to download the information and that information will be accumulated for a Plan Holder's List. Prospective Proposers are responsible for obtaining any Addenda, clarifying questions, and Notices of Award from ORPIN. Sealed Proposals are to be sent to Clackamas County Procurement Services via emailed to [procurement@clackamas.us](mailto:procurement@clackamas.us).

Contact Information

Procurement Process and Technical Questions: Tralee Whitley, [twhitley@clackamas.us](mailto:twhitley@clackamas.us)

The Board of County Commissioners reserves the right to reject any and all Proposals not in compliance with all prescribed public bidding procedures and requirements, and may reject for good cause any and all Proposals upon the finding that it is in the public interest to do so and to waive any and all informalities in the public interest. In the award of the contract, the Board of County Commissioners will consider the element of time, will accept the Proposal or Proposals which in their estimation will best serve the interests of Clackamas County and will reserve the right to award the contract to the contractor whose Proposal shall be best for the public good.

Clackamas County encourages proposals from Minority, Women, and Emerging Small Businesses.

## SECTION 2 INSTRUCTIONS TO PROPOSERS

Clackamas County (“County”) reserves the right to reject any and all Proposals received as a result of this RFP. County Local Contract Review Board Rules (“LCRB”) govern the procurement process for the County.

**2.1 Modification or Withdrawal of Proposal:** Any Proposal may be modified or withdrawn at any time prior to the Closing deadline, provided that a written request is received by the County Procurement Division Director, prior to the Closing. The withdrawal of a Proposal will not prejudice the right of a Proposer to submit a new Proposal.

**2.2 Requests for Clarification and Requests for Change:** Proposers may submit questions regarding the specifications of the RFP. Questions must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, at the Procurement Division address as listed in Section 1 of this RFP. Requests for changes must include the reason for the change and any proposed changes to the requirements. The purpose of this requirement is to permit County to correct, prior to the opening of Proposals, RFP terms or technical requirements that may be unlawful, improvident or which unjustifiably restrict competition. County will consider all requested changes and, if appropriate, amend the RFP. No oral or written instructions or information concerning this RFP from County managers, employees or agents to prospective Proposers shall bind County unless included in an Addendum to the RFP.

**2.3 Protests of the RFP/Specifications:** Protests must be in accordance with LCRB C-047-0730. Protests of Specifications must be received in writing on or before 5:00 p.m. (Pacific Time), on the date indicated in the Schedule, or within three (3) business days of issuance of any addendum, at the Procurement Division address listed in Section 1 of this RFP. Protests may not be faxed. Protests of the RFP specifications must include the reason for the protest and any proposed changes to the requirements.

**2.4 Addenda:** If any part of this RFP is changed, an addendum will be provided to Proposers that have provided an address to the Procurement Division for this procurement. It shall be Proposers responsibility to regularly check ORPIN for any notices, published addenda, or response to clarifying questions.

**2.5 Submission of Proposals:** Proposals must be submitted in accordance with Section 5. All Proposals shall be legibly written in ink or typed and comply in all regards with the requirements of this RFP. Proposals that include orders or qualifications may be rejected as irregular. All Proposals must include a signature that affirms the Proposer’s intent to be bound by the Proposal (may be on cover letter, on the Proposal, or the Proposal Certification Form) shall be signed. If a Proposal is submitted by a firm or partnership, the name and address of the firm or partnership shall be shown, together with the names and addresses of the members. If the Proposal is submitted by a corporation, it shall be signed in the name of such corporation by an official who is authorized to bind the contractor. The Proposals will be considered by the County to be submitted in confidence and are not subject to public disclosure until the notice of intent to award has been issued.

No late Proposals will be accepted. Proposals submitted after the Closing will be considered late and will be returned unopened. Proposals may not be submitted by telephone or fax.

**2.6 Post-Selection Review and Protest of Award:** County will name the apparent successful Proposer in a Notice of Intent to Award published on ORPIN. Identification of the apparent successful Proposer is procedural only and creates no right of the named Proposer to award of the contract. Competing Proposers shall be given seven (7) calendar days from the date on the Notice of Intent to Award to review the file at the Procurement Division office and file a written protest of award, pursuant to LCRB C-047-0740. Any award protest must be in writing and must be delivered by hand-delivery or mail to the address for the Procurement Division as listed in Section 1 of this RFP.

Only actual Proposers may protest if they believe they have been adversely affected because the Proposer would be eligible to be awarded the contract in the event the protest is successful. The basis of the written protest must

be in accordance with ORS 279B.410 and shall specify the grounds upon which the protest is based. In order to be an adversely affected Proposer with a right to submit a written protest, a Proposer must be next in line for award, i.e. the protester must claim that all higher rated Proposers are ineligible for award because they are non-responsive or non-responsible.

County will consider any protests received and:

- a. reject all protests and proceed with final evaluation of, and any allowed contract language negotiation with, the apparent successful Proposer and, pending the satisfactory outcome of this final evaluation and negotiation, enter into a contract with the named Proposer; OR
- b. sustain a meritorious protest(s) and reject the apparent successful Proposer as nonresponsive, if such Proposer is unable to demonstrate that its Proposal complied with all material requirements of the solicitation and Oregon public procurement law; thereafter, County may name a new apparent successful Proposer; OR
- c. reject all Proposals and cancel the procurement.

**2.7 Acceptance of Contractual Requirements:** Failure of the selected Proposer to execute a contract and deliver required insurance certificates within ten (10) calendar days after notification of an award may result in cancellation of the award. This time period may be extended at the option of County.

**2.8 Public Records:** Proposals are deemed confidential until the “Notice of Intent to Award” letter is issued. This RFP and one copy of each original Proposal received in response to it, together with copies of all documents pertaining to the award of a contract, will be kept and made a part of a file or record which will be open to public inspection. If a Proposal contains any information that is considered a **TRADE SECRET** under ORS 192.345(2), **SUCH INFORMATION MUST BE LISTED ON A SEPARATE SHEET CAPABLE OF SEPARATION FROM THE REMAINING PROPOSAL AND MUST BE CLEARLY MARKED WITH THE FOLLOWING LEGEND:**

**“This information constitutes a trade secret under ORS 192.345(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192.”**

The Oregon Public Records Law exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies only “unless the public interest requires disclosure in the particular instance” (ORS 192.345). Therefore, non-disclosure of documents, or any portion of a document submitted as part of a Proposal, may depend upon official or judicial determinations made pursuant to the Public Records Law.

**2.9 Investigation of References:** County reserves the right to investigate all references in addition to those supplied references and investigate past performance of any Proposer with respect to its successful performance of similar services, its compliance with specifications and contractual obligations, its completion or delivery of a project on schedule, its lawful payment of subcontractors and workers, and any other factor relevant to this RFP. County may postpone the award or the execution of the contract after the announcement of the apparent successful Proposer in order to complete its investigation.

**2.10 RFP Proposal Preparation Costs and Other Costs:** Proposer costs of developing the Proposal, cost of attendance at an interview (if requested by County), or any other costs are entirely the responsibility of the Proposer, and will not be reimbursed in any manner by County.

**2.11 Clarification and Clarity:** County reserves the right to seek clarification of each Proposal, or to make an award without further discussion of Proposals received. Therefore, it is important that each Proposal be submitted initially in the most complete, clear, and favorable manner possible.

**2.12 Right to Reject Proposals:** County reserves the right to reject any or all Proposals or to withdraw any item from the award, if such rejection or withdrawal would be in the public interest, as determined by County.

**2.13 Cancellation:** County reserves the right to cancel or postpone this RFP at any time or to award no contract.

**2.14 Proposal Terms:** All Proposals, including any price quotations, will be valid and firm through a period of one hundred and eighty (180) calendar days following the Closing date. County may require an extension of this firm offer period. Proposers will be required to agree to the longer time frame in order to be further considered in the procurement process.

**2.15 Oral Presentations:** At County's sole option, Proposers may be required to give an oral presentation of their Proposals to County, a process which would provide an opportunity for the Proposer to clarify or elaborate on the Proposal but will in no material way change Proposer's original Proposal. If the evaluating committee requests presentations, the Procurement Division will schedule the time and location for said presentation. Any costs of participating in such presentations will be borne solely by Proposer and will not be reimbursed by County. **Note:** Oral presentations are at the discretion of the evaluating committee and may not be conducted; therefore, **written Proposals should be complete.**

**2.16 Usage:** It is the intention of County to utilize the services of the successful Proposer(s) to provide services as outlined in the below Scope of Work.

**2.17 Review for Responsiveness:** Upon receipt of all Proposals, the Procurement Division or designee will determine the responsiveness of all Proposals before submitting them to the evaluation committee. If a Proposal is incomplete or non-responsive in significant part or in whole, it will be rejected and will not be submitted to the evaluation committee. County reserves the right to determine if an inadvertent error is solely clerical or is a minor informality which may be waived, and then to determine if an error is grounds for disqualifying a Proposal. The Proposer's contact person identified on the Proposal will be notified, identifying the reason(s) the Proposal is non-responsive. One copy of the Proposal will be archived and all others discarded.

**2.18 RFP Incorporated into Contract:** This RFP will become part of the Contract between County and the selected contractor(s). The contractor(s) will be bound to perform according to the terms of this RFP, their Proposal(s), and the terms of the Sample Contract.

**2.19 Communication Blackout Period:** Except as called for in this RFP, Proposers may not communicate with members of the Evaluation Committee or other County employees or representatives about the RFP during the procurement process until the apparent successful Proposer is selected, and all protests, if any, have been resolved. Communication in violation of this restriction may result in rejection of a Proposer.

**2.20 Prohibition on Commissions and Subcontractors:** County will contract directly with persons/entities capable of performing the requirements of this RFP. Contractors must be represented directly. Participation by brokers or commissioned agents will not be allowed during the Proposal process. Contractor shall not use subcontractors to perform the Work unless specifically pre-authorized in writing to do so by the County. Contractor represents that any employees assigned to perform the Work, and any authorized subcontractors performing the Work, are fully qualified to perform the tasks assigned to them, and shall perform the Work in a competent and professional manner. Contractor shall not be permitted to add on any fee or charge for subcontractor Work. Contractor shall provide, if requested, any documents relating to subcontractor's qualifications to perform required Work.

**2.21 Ownership of Proposals:** All Proposals in response to this RFP are the sole property of County, and subject to the provisions of ORS 192.410-192.505 (Public Records Act).

**2.22 Clerical Errors in Awards:** County reserves the right to correct inaccurate awards resulting from its clerical errors.

**2.23 Rejection of Qualified Proposals:** Proposals may be rejected in whole or in part if they attempt to limit or modify any of the terms, conditions, or specifications of the RFP or the Sample Contract.

**2.24 Collusion:** By responding, the Proposer states that the Proposal is not made in connection with any competing Proposer submitting a separate response to the RFP, and is in all aspects fair and without collusion or fraud. Proposer also certifies that no officer, agent, elected official, or employee of County has a pecuniary interest in this Proposal.

**2.25 Evaluation Committee:** Proposals will be evaluated by a committee consisting of representatives from County and potentially external representatives. County reserves the right to modify the Evaluation Committee make-up in its sole discretion.

**2.26 Commencement of Work:** The contractor shall commence no work until all insurance requirements have been met, the Protest of Awards deadline has been passed, any protest have been decided, a contract has been fully executed, and a Notice to Proceed has been issued by County.

**2.27 Best and Final Offer:** County may request best and final offers from those Proposers determined by County to be reasonably viable for contract award. However, County reserves the right to award a contract on the basis of initial Proposal received. Therefore, each Proposal should contain the Proposer's best terms from a price and technical standpoint. Following evaluation of the best and final offers, County may select for final contract negotiations/execution the offers that are most advantageous to County, considering cost and the evaluation criteria in this RFP.

**2.28 Nondiscrimination:** The successful Proposer agrees that, in performing the work called for by this RFP and in securing and supplying materials, contractor will not discriminate against any person on the basis of race, color, religious creed, political ideas, sex, age, marital status, sexual orientation, gender identity, veteran status, physical or mental handicap, national origin or ancestry, or any other class protected by applicable law.

**2.29 Intergovernmental Cooperative Procurement Statement:** Pursuant to ORS 279A and LCRB, other public agencies shall have the ability to purchase the awarded goods and services from the awarded contractor(s) under terms and conditions of the resultant contract. Any such purchases shall be between the contractor and the participating public agency and shall not impact the contractor's obligation to the County. Any estimated purchase volumes listed herein do not include other public agencies and County makes no guarantee as to their participation. Any Proposer, by written notification included with their Proposal, may decline to extend the prices and terms of this solicitation to any and/or all other public agencies. County grants to any and all public serving governmental agencies, authorization to purchase equivalent services or products described herein at the same submitted unit bid price, but only with the consent of the contractor awarded the contract by the County.

## SECTION 3 SCOPE OF WORK

### 3.1. INTRODUCTION

Clackamas County, Oregon is seeking Proposals from vendors to provide Disaster Debris Clearance & Removal (“Debris Removal”) services in the event of a natural or manmade disaster and upon request by the County. The objective of this contract is to secure the services of an experienced Contractor who is capable of efficiently clearing and removing large volumes of disaster generated debris from a large area in a timely and cost-effective manner and lawfully disposing of all debris. The selected Debris Removal contractor may be included in future post-disaster procurement actions with short turnaround times. Public health and safety and economic recovery are dependent on prompt and effective debris clearance, removal and disposal.

This Scope of Work is primarily applicable to federally-declared disasters impacting the geographic boundaries of Clackamas County and on request the following municipal corporations, including all cities, School Districts, Special Districts, and County Service Districts. Several of the cities and districts are located in both Clackamas and Washington County. This scope of work is limited to debris removal activities in Clackamas County.

#### 3.1.1 GENERAL

Each disaster is unique and comes with its own set of challenges. This document provides prequalification requirements for Clackamas County Debris Clearance and Removal Contractors. Debris clearance and removal pertains to the clearance, collection, transportation, and reuse, recycling and/or disposal of debris following a disaster.

**Prequalification Requirements.** The following is required:

**Experience.** Contractor must have completed, as the prime contractor, three or more debris cleanups involving a minimum of 50,000 tons (100,000 cubic yards) of Construction & Demolition (“C&D”) debris or a minimum of 250,000 cubic yards (CY) of vegetative debris (Qualifying Events). At least 1 Qualifying Event must have included the removal of a minimum of 50,000 tons of C&D debris. Qualifying Events must have been associated with a Federal Disaster Declaration. An Automated Debris Management System (ADMS) must have been used to track debris removal and disposal. Prequalification documentation shall be provided for 3 debris removal Qualifying Events as follows:

1. FEMA declaration name and number
2. Location (city/county/state)
3. Public Agency (or Private Nonprofit Facility)
4. Public Agency Contact (name, telephone, email)
5. Start and end date of contract
6. Prime Contractor? (yes/no)
7. Dollar value of contract
8. Quantity and type of debris removed (C&D or Vegetative)
9. Automated Debris Management System (ADMS) used? (yes/no).

**Key Personnel.** Contractor must have currently employed and experienced key personnel. Contractors Project Manager and Operations Manager must have relevant experience on no less than 3 Qualifying Events. Contractors Quality Control (QC) Manager and Safety & Health (S&H) Manager must have relevant experience on at least 1 Qualifying Event. All key personnel must have completed at least one

Qualifying Event while employed by the contractor. Prequalification documentation for key personnel shall be provided as follows:

1. Team Member Name:
2. Team Member Position (i.e. "Project Manager"):
3. Qualifying Events (FEMA Name & Number - 3 events for Project Manager & Operations Manager – 1 event for QC Manager and S&H Manager.
4. Qualifying Event while employed by contractor:
5. Currently employed by proposer? Yes/No.

Financial Capability. The Contractor shall have the ability to fund the costs of the project, and pay its staff and subcontractors in a timely manner, until payment is received from the County to the Contractor. Payment will be made consistent with the Clackamas County General Conditions for Public Improvement Contracts, dated January 1, 2020, Section E. Those conditions can be found here:

<https://www.clackamas.us/finance/terms.html> Debris clearance and removal in Clackamas County following a major earthquake may result in costs exceeding \$25,000,000. The County will analyze the Contractors provided financial narrative in making this evaluation. A contractor with a current filing for bankruptcy protection, or is under a receivership, is disqualified.

**Please direct all Technical/Specifications or Procurement Process Questions to the indicated representative referenced in the Notice of Request for Proposals and note the communication restriction outlined in Section 2.19.**

### **3.2 BACKGROUND**

Clackamas County, Oregon exists in a region of the U.S. that faces substantial vulnerabilities, both to natural and manmade hazards. Natural hazards capable of generating debris include earthquakes, floods, landslides, wind storms, winter storms, and volcanic events. Debris includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, large appliances, and vehicle wreckage. Manmade sources of debris include chemical, biological, radiological and explosive events. This combination of hazards results in a risk profile for the region that suggests large-scale disasters are possible and may result in widespread impacts and large volumes of disaster-generated debris.

From a debris generating event perspective, it is widely believed that the highest risk is posed by the Cascadia Subduction Zone ("CSZ"), an off-shore seismically active subduction-type fault zone capable of generating a massive magnitude 9.0 or greater earthquake. This event would cause catastrophic impacts resulting in enormous quantities of debris over a widespread area. Smaller fault zones local to the Clackamas County area may also be capable of generating earthquakes with violent ground motion and large-scale debris. A CSZ magnitude 9.0 earthquake would have a severe impact on the County and generate a significant quantity of construction and demolition debris from damaged buildings. Landslide debris may also be generated from areas of steep terrain in Clackamas County. A Cascadia earthquake or comparable event requires the County to be prepared in advance for large-scale debris removal and is the subject of this Request for Proposal.

Debris removal operations may include curbside pickup with direct disposal to a recycler or landfill as well as debris storage and reduction at one or more County Debris Management Sites (DMS). Following a debris-generating disaster the County may exercise the option to issue not-to-exceed Task Orders to provide the level of debris removal services required. Payment for services would be based on County-approved Contractor Price Proposal. Contractor operating costs shall be fully loaded and include all

expenses and equipment, including but not limited to, travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

The response of the Debris Removal Contractor to the disaster recovery process must be immediate and with acceptable cost controls, accountability procedures, written reports and submittals. The Debris Removal Contractor must be capable of mobilizing 50% of needed resources within 72 hours following Notice to Proceed (NTP) and 100% of needed resources with 120 hours following NTP. Following mobilization, the Debris Removal Contractor shall support the County during the recovery effort from beginning to end. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the removal of a total of one million cubic yards of Construction & Demolition (C&D) debris in a maximum of 120 calendar days and complete all disposal operations within 180 calendar days. If a Contractor accepts task orders that are likely to exceed one million cubic yards of debris, the Contractor must provide evidence showing that the assembled workforce can undertake the additional work without jeopardizing the above time requirements.

### **3.3. SCOPE OF WORK**

**3.3.1. PRIMARY TASKS.** Primary tasks of the Debris Removal Contractor shall include:

- Performing debris clearance (if necessary)
- Examining debris to determine whether or not debris is eligible (per FEMA guidance)
- Loading FEMA-eligible debris into appropriate trucks and trailers
- Hauling the debris to an approved recycling, reuse or disposal facility
- Reducing or recycling debris as practicable
- Disposing the debris at the DMS or landfill.

Debris not defined as eligible by the latest FEMA Public Assistance Policy and Program Guidance will not be loaded, hauled, or disposed of under this contract unless written instructions are given to the Contractor by the County Debris Manager. Work shall be carried out in accordance with the Federal Emergency Management Agency, Public Assistance Program and Policy Guide V4, (2020) and Federal Emergency Management Agency, Public Assistance Debris Management Guide, FEMA-325, (2007).

The first phase following any major debris-generating event will be to perform Debris Clearance to ensure key roadways are passable (one lane with turnouts) for emergency equipment. This phase will also entail supporting emergency response operations requiring the immediate removal of debris at key facilities or structures. The County may perform all of, or part of, this emergency phase, or may assign this task to the Contractor. Regardless, the Contractor will mobilize required County-designated debris clearance personnel and equipment not later than 24 hours following Notice to Proceed. All County designated roadways will be passable (one lane with turnouts) and critical facilities accessible within 72 hours of the issuance of a task order from the County to conduct debris clearance work. Debris Clearance operations will be limited to the emergency phase of work and contain a not-to-exceed cost limitation. Work will consist of all labor, equipment, fuel and miscellaneous costs necessary to clear debris from key County roadways and critical facilities making them passable for emergency vehicular traffic. Units of measure for payment are based upon hourly equipment rental rates submitted by the Contractor in accordance with Appendix A, "Debris Clearance Fee Schedule". Given the wide range of debris-generating disasters the County reserves the right to negotiate for other hourly equipment rental debris types as needed.

### **3.3.2. DEBRIS REMOVAL AND DISPOSAL.**

Following a debris-generating disaster the County will conduct field surveys and estimate the volume and types of “eligible debris” to be recycled, reduced and removed. Estimates will be developed in general agreement with the FEMA Public Assistance Debris Estimating Field Guide (2010). For purposes of this contract eligible debris is debris generated by the event, located within the designated disaster area on public property or Right-of-Way, and responsibility of the County to remove. Whether or not to activate this contract rests solely with the County. Eligible debris requiring removal will be reflected in Appendix B, Debris Removal Fee Schedule. The work shall consist of removing and disposing of disaster generated debris as directed by the County. The general concept of debris removal operations includes multiple scheduled passes of each site, location, or Right-of-Way. This will allow residents to return to their properties and bring debris to the Right-of-Way as recovery progresses. The County will prescribe the specific schedule to be used after ascertaining the scope and nature of the disaster’s impacts. Note that following catastrophic events, collection of private property debris may be included in the scope of work for collection.

All debris identified by the County or its authorized representative will be removed. The Contractor will deliver eligible disaster debris to a County-approved Debris Management Site or final disposal facility permitted to receive disaster generated debris in compliance with federal, state, and local regulations. Bulky debris will be mechanically loaded into vehicles and trailers that do not require mechanical assistance for dumping. Smaller sized debris, such as hazardous household electronics or white goods may be hand loaded and unloaded. All other hauling vehicles that are hand-loaded will not be permitted, unless approved in advance by the County or its authorized representative.

Each disaster produces unique challenges for removing debris. For purposes of this contract “performance” can be defined as removal and disposal of debris from County-specified sections of the Right-of-Way using no less than (3) passes allowing time for citizens to move debris to the curbside. Performance may also include Debris Management Site opening, operations and closure, resolution of Contractor-damaged property and utilities, and final reporting. A specific Performance Schedule is provided in paragraph 3.3.3.19, “Performance Schedule”.

**3.3.2.1. Load and Haul Vegetative Debris.**

Work shall consist of loading and hauling vegetative debris from the County Right-of-Way to a designated Debris Management Site or other location approved by the County. Vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks, and other leafy material. Units of measure for payment are in cubic yards and distance transported.

**3.3.2.2. Vegetative Debris Reduction by Chipping or Grinding.**

Work shall consist of clean woody debris reduction by chipping or grinding. Chip size shall be determined by the Contractor based on ultimate disposal pathway (fuel, mulch, etc.) Units of measure for payment are in cubic yards (reduced).

**3.3.2.3. Vegetative Debris Reduction by Air Curtain Incineration.**

Work shall consist of clean woody debris reduction by air curtain incineration. Units of measure for payment are in cubic yards (reduced).

**3.3.2.4. Haul-out of Reduced Vegetative Debris (Chips or Ground Debris).**

Work shall consist of hauling clean vegetative debris (chips or ground) to a County approved site. Units of measure for payment are in cubic yards and distance transported for disposal.

**3.3.2.5. Haul-out of Reduced Vegetative Debris (Ash from Air Curtain Incineration).**

Work shall consist of hauling ash from air curtain incineration to a County approved site. Cost shall include testing ash for contamination in accordance with Oregon Department of Environmental Quality (ODEQ) standards. Units of measure for payment are in cubic yards and distance transported for disposal.

**3.3.2.6. Cut and Stage on County Right-of-Way Hazardous Trees 6” - 11.99” in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on County Right-of-Way eligible hazardous trees 6” to 11.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling of the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.7. Cut and Stage on County Right-of-Way Hazardous Trees 12” - 23.99” in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 12” to 23.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling of the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.8. Cut and Stage on County Right-of-Way Hazardous Trees 24” - 35.99” in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 24” to 35.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.9. Cut and Stage on County Right-of-Way Hazardous Trees 36” - 47.99” in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 36” to 47.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.10. Cut and Stage on County Right-of-Way Hazardous Trees 48” – or greater in diameter with 50 percent or more of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 48” or greater in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be either fire damaged, have a split trunk, broken canopy or be leaning at an angle greater than 30 degrees. For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole is required. Units of measure for payment are tree size (diameter breast height) per tree. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.11. Cut and Stage on County Right-of-Way Hazardous Trees 6” to 11.99” in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 6” to 11.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.12. Cut and Stage on County Right-of-Way Hazardous Trees 12” to 23.99” in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 12” to 23.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.13. Cut and Stage on County Right-of-Way Hazardous Trees 24” to 35.99” in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 24” to 35.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.14. Cut and Stage on County Right-of-Way Trees 36” to 47.99” in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 36” to 47.99” in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.15. Cut and Stage on County Right-of-Way Hazardous Trees 48” or greater in diameter with less than 50 percent of the root-ball exposed.**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control and other associated costs necessary to cut and stage on the County Right-of-Way eligible hazardous trees 48" or greater in diameter, measured at breast height (4.5 feet) from the base of the tree. Hazardous trees must be fire damaged, have a split trunk, broken canopy or be leaning at an angle than 30 degrees. For trees that have less than 50 percent or more of the root-ball exposed the tree shall be flush cut at ground level. Units of measure for payment are tree size (diameter breast height) per cut. Vegetative debris staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.16. Removal of Hazardous Limbs (hangers).**

Work shall consist of all labor, equipment, fuel, maintenance, traffic control costs and other associated costs necessary to remove eligible hazardous limbs (must be greater than 2" at break). Eligible hazardous limbs must pose an immediate threat and be identified by the County or its authorized representative for removal. Hazardous limbs may be removed from private property if the limbs or branches extend over the Right-of-Way and they can be removed without entering private property. Units of measure for payment are per tree (limbed). Vegetative debris resulting from hazardous limb removal staged in the County Right-of-Way for future removal may be performed under item 3.3.2.1 Load and Haul Vegetative Debris.

**3.3.2.17. Extraction of Hazardous Stumps 24" to 35.99" in diameter with greater than 50% of root ball exposed.**

Hazardous Stumps with 50% of the root ball exposed and are 24" or larger in diameter measured 24" above the ground require extraction. The County or its authorized representative will measure and certify all Hazardous Stumps prior to removal. Tree stumps that are not attached to the ground will be considered normal vegetative debris. Stumps smaller than 2 feet in diameter or stumps of any size that do not require extraction shall be disposed of as vegetative debris. Hazardous Stump removal includes extraction and filling the root-ball hole. For all Hazardous Stumps Contractor shall dig out stump and backfill with compacted topsoil. Units of measure for payment are per each stump removed. Stump disposal will be billed per item 3.3.2.1 Load and Haul Vegetative Debris using the diameter to volume capacity conversion listed in the FEMA Public Assistance Program and Policy Guide, Version 4, Appendix E Stump Conversion Table.

**3.3.2.18. Extraction of Hazardous Stumps 36" to 47.99" in diameter with greater than 50% of root ball exposed.**

Removal of hazardous stumps greater than 36" diameter and less than 48" diameter measured 24" above ground. Units of measure for payment are per each stump removed. Stump disposal will be billed per item 3.3.2.1 Load and Haul Vegetative Debris using the diameter to volume capacity conversion listed in the FEMA Public Assistance Program and Policy Guide, Version 4, Appendix E Stump Conversion Table.

**3.3.2.19. Extraction of Hazardous Stumps >48" Diameter with greater than 50% of root ball exposed.**

Removal of hazardous stumps greater than 48" diameter measured 24" above ground. Units of measure for payment are per each stump removed. Stump disposal will be billed per item 3.3.2.1 Load and Haul Vegetative Debris using the diameter to volume capacity conversion listed in the FEMA Public Assistance Program and Policy Guide, Version 4, Appendix E Stump Conversion Table.

**3.3.2.20. Flush Cutting Hazardous Stumps 24" to 35.99" diameter with less than 50% of root ball exposed.** Hazardous Stumps with less than 50% of the root ball exposed and are 24" or larger in diameter measured 24" above ground do not require extraction. The County or its authorized representative will measure and certify all Hazardous Stumps prior to removal. Hazardous Stumps with less than 50% of root ball exposed shall be flush cut at ground level. Vegetative debris resulting from flush cutting of hazardous stumps may be staged in the Right-of-Way for future removal performed under 3.3.2.1 Load and Haul Vegetative Debris. Units of measure for payment are per each stump flush cut at ground level.

**3.3.2.21. Flush Cutting Hazardous Stumps 36” to 47.99” diameter with less than 50% of root ball exposed.**

Hazardous Stumps greater than 36" diameter and less than 48" diameter measured 24" above ground with less than 50% of root ball exposed shall be flush cut at ground level and disposed of as vegetative debris. Vegetative debris resulting from flush cutting of hazardous stumps may be staged in the Right-of-Way for future removal performed under 3.3.2.1 Load and Haul Vegetative Debris. Units of measure for payment are per each stump flush cut at ground level.

**3.3.2.22. Flush Cutting Hazardous Stumps >48” diameter with less than 50% of root ball exposed.**

Hazardous Stumps greater than 48" diameter measured 24" above ground with less than 50% of root ball exposed shall be flush cut at ground level and disposed of as vegetative debris. Vegetative debris resulting from flush cutting of hazardous stumps may be staged in the Right-of-Way for future removal performed under 3.3.2.1 Load and Haul Vegetative Debris. Units of measure for payment are per each stump flush cut at ground level.

**3.3.2.23. Load and Haul Soil, Sand and Mud (Uncontaminated).**

Work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs to load and haul uncontaminated soil, sand and mud from the County Right-of-Way to a County approved site. Units of measure for payment are in tons removed and distance transported for disposal.

**3.3.2.24. Load and Haul of Soil, Sand and Mud (Contaminated).**

Work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs to load and haul contaminated soil, sand and mud from the County Right-of-Way to a County approved site. Units of measure for payment are in tons removed and distance transported for disposal.

**3.3.2.25. Mechanical Screening of Soil, Sand and Mud (to remove solid waste).**

Work shall consist of removing solid waste 1-inch or larger from Soil, Sand and Mud via mechanical screening. Units of measure for payment are in tons of soil, sand or mud screened.

**3.3.2.26. Clearing and Cleaning of Storm Drains with a diameter of 6” to 23.99”.**

Work shall consist of Contractor clearing and cleaning storm drains such that they will allow for full capacity drainage flow. Contractor will load and haul storm drain debris to a County-designated facility for disposal. Measurement shall be by the inside diameter of the drain in inches. For irregular drains measurement shall be inside diameter height (applies to remainder of storm drain line items). Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.27. Clearing and Cleaning of storm drains with a diameter of 24” to 35.99”.**

Measurement shall be by the inside diameter of the drain in inches. Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.28. Clearing and Cleaning of storm drains with a diameter of 36” to 47.99”.**

Measurement shall be by the inside diameter of the drain in inches. Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.29. Clearing and Cleaning of storm drains with a diameter of 48” to 71.99”.**

Measurement shall be by the inside diameter of the drain in inches. Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.30. Clearing and Cleaning of storm drains with a diameter greater than 72 inches.**

Measurement shall be by the inside diameter of the drain in inches. Units of measure for payment are in linear feet of storm drains cleared based on the Fee Schedule.

**3.3.2.31. Storm Sump Basin Cleaning.**

Storm sump basin cleaning includes debris removal from catch basins, curb inlets and sedimentation manholes of variable size and depth. Work shall consist of clearing catch basins and inlets such that they will allow for full capacity drainage flow. Contractor will transport and dispose of storm sump basin debris at a facility approved by the County. Units of measure for payment are per ton of decanted sump debris.

**3.3.2.32. Roadside Ditch Line Cleanout.**

Work shall consist of removing debris from ditches sufficient to restore hydraulic capacity and placing on the Right-of-Way. Roadside Ditches are up to 15 feet in width (measured at top of bank) and adjacent to roadways with equipment access. Units of measure for payment are linear feet of ditch line cleaned.

**3.3.2.33. Land-Based Debris Removal from Waterways.**

Work shall consist of debris removal from waterways using land-based equipment. Units of measure for payment are in cubic yards of debris removed based on the Fee Schedule.

**3.3.2.34. Marine-Based Debris Removal from Waterways.**

Work shall consist of debris removal from waterways using marine-based equipment. Units of measure for payment are in cubic yards removed based on the Fee Schedule.

**3.3.2.35. Load and Haul Construction & Demolition Debris (non-asbestos)**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul non-asbestos-containing construction & demolition debris from the County Right-of-Way to a County approved disposal facility. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.36. Load and Haul Construction & Demolition Debris (asbestos-containing).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul asbestos-containing debris from the County Right-of-Way to a County approved disposal facility permitted to accept contaminated debris. Contaminated debris shall be segregated with minimal handling to prevent releases of contaminants. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.37. Load and Haul reduced Construction & Demolition Debris from Debris Management Site to final disposal site.**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul reduced construction & demolition debris from a Debris Management Site to a County approved disposal facility. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.38. Load and Haul Construction & Demolition Debris from Public Property (not on County ROW).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul construction & demolition debris from public property and hauled to a County approved site. Units of measure for payment are in tons removed from public property and distance transported based on the Fee Schedule.

**3.3.2.39. Removal of Large Appliances.**

Eligible large appliances shall be removed and recycled or disposed of at a County approved site. Work shall consist of all labor, equipment, fuel and miscellaneous costs associated with the removal of, transportation and recycling or disposal of Large Appliances from the Right-of-Way. Units of measure for payment are units removed and distance transported based on the Fee Schedule.

**3.3.2.40. Removal and Disposal of Refrigerant, Foam and other Hazardous Components from Refrigerated Household Appliances.**

Work shall consist of all labor, equipment and other associated costs necessary for the removal and disposal of refrigerant, foam and other hazardous components from refrigerated household appliances. Units of measure for payment are per each appliance rendered safe in accordance with the Fee Schedule. Disposal cost must be included in this line item.

**3.3.2.41. Removal of Abandoned Smaller-sized Vehicles - Cars, Light Trucks, Trailers, Recreational Vehicles, Boats and similar sized vehicles under 10,000 lbs Gross Vehicle Weight Rating (GVWR).** Work shall consist of all labor, equipment, fuel, traffic control and other associated costs necessary for the removal of abandoned vehicles to a County designated staging area. Units of measure for payment are per each abandoned vehicle hauled to the approved site in accordance with the Fee Schedule.

**3.3.2.42. Removal of Abandoned Vehicles – Medium-sized Trucks and Trailers, Recreational Vehicles, Boats and similar sized vehicles over 10,000 lbs GVWR and less than 26,000 lbs GVWR.** Work shall consist of all labor, equipment, fuel, traffic control and other associated costs necessary for the removal of abandoned vehicles to a County approved staging area. Units of measure for payment are per each abandoned vehicle hauled to the approved site in accordance with the Fee Schedule.

**3.3.2.43. Removal of Abandoned Vehicles – Larger-Sized Trucks and Trailers, Recreational Vehicles, Boats and similar sized vehicles over 26,000 lbs GVWR.** Work shall consist of all labor, equipment, fuel, traffic control and other associated costs necessary for the removal of abandoned vehicles to a County approved staging area. Units of measure for payment are per each abandoned vehicle hauled to the approved site in accordance with the Fee Schedule.

**3.3.2.44. Removal of Off-road, Gas-Powered Equipment (Lawn mowers, Tractors, Edgers, Leaf Blowers and Other Lawn Equipment, Chainsaws, All Terrain Vehicles, etc.)** Work shall consist of all labor, equipment, fuel, traffic control and other associated costs necessary for the removal and disposal of off-road, gas-powered equipment. Fuel shall be removed prior to disposal. Units of measure for payment are per each eligible piece of equipment hauled to the approved site in accordance with the Fee Schedule.

**3.3.2.45. Load and Haul Putrescible Waste (Not Including Animal Carcasses).** Work shall consist of all labor, equipment, fuel and other associated costs necessary for the removal of putrescible waste not including animal carcasses. Units of measure for payment are per pound of putrescible waste removed in accordance with the Fee Schedule.

**3.3.2.46. Load and Haul Dead Animal Carcasses (Does Not Include Smaller Animals such as Opossums).** Work shall consist of the removal of animal carcasses in areas identified and approved by the County. The carcasses will be collected and transported to a County approved site permitted to receive animal carcasses. All operations will be in accordance with Natural Resource and Conservation (NRCS) and Oregon Department of Agriculture guidelines. Units of measure for payment are carcasses removed and distance transported based on the Fee Schedule.

**3.3.2.47. Building Asbestos Surveys (residential).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to conduct asbestos surveys at County designated sites containing residential building debris. Each survey shall be performed by Oregon Department of Environmental Quality (DEQ) accredited inspectors in accordance with DEQ Asbestos Survey Requirements (2018). Asbestos surveys will be sufficient to determine if debris is considered an Asbestos Containing Waste Material (ACWM). Sampling and laboratory analysis shall be compensated as a pass-thru cost. Units of measure are in surveys performed based on the Fee Schedule.

**3.3.2.48. Structural Demolition, Load and Haul (non-asbestos containing).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to perform structural demolition of non-asbestos residential and light commercial structures. Following demolition construction and demolition debris shall be loaded and transported to a County designated disposal facility. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.49. Structural Demolition, Load and Haul (asbestos containing).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to perform structural demolition of asbestos-containing residential and light commercial structures. Following demolition construction and demolition debris shall be loaded and transported to a County designated disposal facility. Units of measure for payment are tons removed and distance transported based on the Fee Schedule.

**3.3.2.50. Removal of Hazardous Electronic Debris (such as cathode ray tubes, computer monitors and televisions).**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up, transport and recycle or dispose of hazardous electronic debris at a County approved site. Units of measure for payment are items removed and transported for recycling or disposed based on the Fee Schedule.

**3.3.2.51. Load and Haul Tires.**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to load and haul tires from the Right-of-Way to a County approved site. Units of measure for payment are tires removed and transported for recycling or disposal based on the Fee Schedule.

**3.3.2.52. Debris Management Site: Opening and Closure.**

Work shall consist of all labor, equipment, fuel and miscellaneous costs to open and close a Debris Management Site. The County of Clackamas County will designate the location and obtain the Oregon Department of Environmental Quality Temporary Solid Waste Permit. Any additional permits and site development actions required for opening, operations and closure will be the responsibility of the Contractor. Site Opening and Closure is identified as a lump-sum cost as specified on the Contractor Fee Schedule.

**3.3.2.53. Debris Management Site Operations – With Portable Scales.**

Operations of the Debris Management Site including portable scales, towers and equipment, security and staffing. Unit of measure for payment is daily cost as specified on the Contractor Fee Schedule.

**3.3.2.54. Debris Management Site Operations – Without Portable Scales.**

Operations of the Debris Management Site including towers and equipment, security and staffing. Unit of measure for payment is daily cost as specified on the Contractor Fee Schedule.

**3.3.3 TECHNICAL SPECIFICATIONS**

**3.3.3.1 Key Personnel.**

Contractor will provide a list of Key Personnel to the County. In the event of Key Personnel changes, which might affect this Contract, notification shall be made no less than (7) days in advance of said

changes. Key Personnel are expected to be present or immediately available to the work site at all times work is being performed. Following mobilization, “Immediately Available” is considered to be no greater than (1) hour travel time from the work site. Alternate Key Personnel may be used for brief periods with the approval of the County Debris Manager. Clackamas County has the right to reject proposed changes in Key Personnel. The following positions shall be considered Key Personnel:

- Project Manager. Senior Contractor representative and primary point of contact. Expected to attend daily meetings with the County or its authorized representative and oversee Contractor implementation of the contract.
- Operations Manager. Senior Contractor Representative responsible for field operations. Serves as the alternate Project Manager.
- Safety & Health Manager. Senior Contractor Representative responsible for Safety & Health. Must have necessary qualifications and experience to ensure compliance with relevant safety and health rules, regulations and standards.
- Quality Control Manager. Senior Contractor representative responsible for quality control. Must have necessary qualifications and experience to ensure compliance with relevant quality control rules, regulations and standards.
- General Personnel. Contractor represents and warrants to the County that Contractor has, or shall secure at its own expense prior to the commencement of services hereunder, all necessary personnel required to perform the services under this Contract. Such personnel shall not be deemed to be employees or agents of the County or to have any contractual relationship with the County. All services required of Contractor hereunder shall be performed by Contractor or under its supervision, and all personnel engaged in performing such services shall be fully qualified, and if necessary, authorized under applicable law to perform such services. The Contractor represents and warrants to the County that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. Contractor shall remove from the work described in this Contract any person the County deems to be incompetent, careless or otherwise objectionable.

#### **3.3.3.2. Debris Disposal.**

The Contractor is responsible for identifying potential final disposal sites and associated tipping fees and potential recycling facilities and associated fees and will report this information to the County. Both in-state and out-of-state facilities must meet all applicable environmental standards and regulations. The County will have final approval for the ultimate disposal location of disaster debris.

#### **3.3.3.3. Tipping Fees.**

Payment for disposal cost incurred by the Contractor at permitted final disposal facilities will be made at the cost incurred by the Contractor as a “pass through cost” without mark up. Contractor must submit a copy of the invoice received by the disposal facility, an electronic copy tabulating all scale or load tickets issued by the receiving DMS or final disposal facilities and correlated to County representative's completed load tickets, and proof of Contractor payment to the final disposal facility.

#### **3.3.3.4. Safety & Health Program.**

The Contractor shall supervise and direct all work related to both debris clearance and removal, ensuring skilled labor and proper equipment for all tasks. Safety of the Contractor’s personnel and equipment is the responsibility of the Contractor. The Contractor (s) shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the

work to be performed. Prior to beginning field work the Contractor shall provide the following safety and health documents to the County representative:

1. Contractors General Health and Safety Plan (HSP). The Contractors Health and Safety Plan shall provide comprehensive coverage of all work activities and lead to a safe and healthy worksite. At a minimum the Contractors HSP must include eight core elements of the Occupational Safety and Health Administration (OSHA) Recommended Practices for Safety and Health Programs in Construction (2016).
2. Contractors Accident Prevention Plan (APP). An APP is a safety and health document that is contract or job-specific. It is an integral part of the planning process. The APP shall interface with the Contractors overall safety and health program. Contractor shall ensure that all employees, subcontractors and other site personnel are provided a copy of the APP and are sufficiently trained for effective implementation. Format and content of the APP shall be in agreement with EM 385-1-1 (U.S. Army Corps of Engineers, Safety and Health Requirements, 2014). The abbreviated APP format may be utilized. A copy of the Accident Prevention Plan shall remain on-site at all times and be updated as conditions warrant.

Contractor shall be solely responsible for providing and maintaining a safe work environment at all work sites. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under 29 CFR 1926, Safety and Health Regulations for Construction.

A qualified Safety and Health Manager shall be assigned to the project at all times and be either on-site or immediately available to be on site during the duration of this contract. A qualified Safety and Health Manager is one who by possession of a recognized degree, certificate, or professional standing, or who by extensive knowledge, training and experience, has successfully demonstrated his/her ability to solve or resolve problems relating to the subject matter, the work, or the project. In addition to compliance with 29 CFR 1926 all work shall be accomplished in accordance with USACE EM 385-1-1. Should there be a conflict in safety and health requirements the more stringent standard shall apply. The Contractors Safety and Health Manager will be held responsible for establishing and maintaining an effective safety and health organization, and subject to removal by the County for non-compliance with the requirements specified in the contract.

#### **3.3.3.5. Environmental Protection and Historical Preservation.**

The Contractor shall take any and all necessary steps to comply with relevant environmental protection and historical and cultural laws, rules and regulations. The Contractor and County will jointly utilize and reference the FEMA Unified Federal Environmental and Historic Preservation Review Guide (April 2016) and FEMA “Greensheets” generated for the event. Should evidence of historical or cultural artifacts or objects be encountered work shall stop at that location and the County Debris Manager will be notified.

All chemicals used during project construction or furnished for project operation must be clearly labelled and show EPA or USDA approval certification. The Contractor shall maintain on-site a Material Safety Data Sheet (MSDS) for each chemical and comply with associated requirements. The Contractor shall maintain immediate spill response capability for any fuels or chemicals in use. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all Local and State ordinances and the County or its authorized representative.

#### **3.3.3.6. Automated Debris Management System (ADMS).**

An Automated Debris Management System (ADMS) is a technology solution that eliminates the need for traditional paper-based ticketing during the debris removal process following a disaster incident. An ADMS operates on a mobile device and utilizes a storage medium such as a smart card, barcode, QR code or other technology for storing captured information obtained in the field. Through the implementation of technologies such as geographic information systems (GIS), digital photography, mobile platform software, etc., the opportunity for data entry error is reduced resulting in a more accurate and timely accounting of debris operations.

An Automated Debris Management System shall be implemented by the County Debris Monitoring Contractor in general agreement with the FEMA Interim Public Assistance Debris Monitoring Guide, (2020). This system shall be used to record with specificity (e.g., GPS location) where debris is picked up, the type of debris, the amount picked up, hauled, reduced, and disposed of. Electronic load tickets will be generated, managed and implemented through a separate County Debris Monitoring Contractor. As required the Debris Monitoring Contractor may be tasked to perform one or more of the following:

- Truck and equipment inspection and certification
- Placarding of debris removal trucks and equipment
- Documentation of debris pickup location and disposal
- Documentation of type and specification of equipment used
- Documentation of contractor labor hours worked
- Documentation of contractor equipment hours operated
- Monitoring environmental protection and historical preservation requirements
- Monitoring safety and health requirements.

Close cooperation is required between the Debris Removal Contractor and the Debris Monitoring Contractor. Issues that occur that cannot be resolved by the Debris Removal Contractor and the Debris Monitoring Contractor will be elevated to the County Debris Manager.

#### **3.3.3.7. Quality Control (QC) Program.**

The contractor is responsible for quality control and shall establish and maintain an effective QC system. Quality Control is the means by which the contractor ensures that debris removal, reduction, and disposal operations, to include that of subcontractors, complies with the requirements of the contract, including debris eligibility criteria. The quality control system shall consist of plans, procedures, and organization necessary to ensure performance of debris removal, reduction, demolition, and disposal which complies with the contract requirements. The system shall cover all aspects of the debris operations, both onsite and offsite, and shall be keyed to the proposed debris removal sequence. Prior to beginning work the Contractors shall submit to the County an event-specific Quality Control Plan (QCP). The Contractors event-specific QCP shall be reviewed by the County and if found acceptable be implemented by the Contractor QC Manager. The Contractors QC Manager will be held responsible for establishing and maintaining an effective Quality Control organization, and subject to removal by the County for non-compliance with the requirements specified in the contract.

#### **3.3.3.8. Human Remains.**

If suspected human remains (deceased, tissue and/or teeth and bones) are found during the debris removal process, the Contractor shall immediately stop all operations in the area where the remains were found and notify the County Debris Manager. The County Debris Manager shall in turn notify the County Medical Examiner who will coordinate further actions. Debris removal operations may resume once the County Medical Examiner notifies the County Debris Manager that the site has been cleared.

#### **3.3.3.9. Work Hours.**

Monday through Saturday between 7:00am and 7:00pm, or as otherwise directed by the County. No work outside these hours shall be allowed unless approved in advance by the County.

### **3.3.3.10. Equipment.**

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

Trucks or equipment designated for use under the contract will not be used for any other work during the contract. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of the contract. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under the contract. Contractor will be responsible for ensuring that all sub-contractors maintain valid driver's licenses and equipment legally fit for travel on the road. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (6 cubic yard and up) and non-rubber-tired equipment must be approved by the County prior to use. Truck sideboards or other extensions to the bed are not allowable under this contract. Fixed tailgates are required. All equipment will be inspected by the Contractor prior to use. Loads shall be secured so that debris, dust-like emission, aggregate, soil, or vegetative material cannot be ejected during transport. All loads shall be secured and tarped.

Trucks and other heavy equipment designated for use under this contract shall be equipped with two signs, one attached to each side. These signs will be furnished to the Contractor by the County. The signs remain the property of the County, and will be returned to the County at the conclusion of the contract. Prior to commencing debris removal operations, the Contractor shall present to the County representative all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the truck's metal dump bed. Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be numbered for identification with a permanent marking. Prior to beginning any work, the County, or its debris monitoring representative, will clearly placard and number each truck hauling debris or piece of equipment loading debris. All vehicles must be certified by the County, or its representative, prior to debris collection.

### **3.3.3.11. Household Hazardous Waste (HHW).**

Household Hazardous Waste (HHW) encountered by the debris removal Contractor is to be kept separate from debris collection and left on the curbside to the extent practicable. Commercial and industrial hazardous materials and waste such as chemicals, gas containers, transformers, and any other form of hazardous or toxic matter shall also be set aside at the curbside for collection and disposal. The following items are considered HHW for the purpose of this contract:

- Cleaning products
- Batteries
- Workshop & painting supplies
- Aerosol spray cans
- Indoor pesticides
- Lawn and garden products
- Automotive products
- Fluorescent light bulbs
- Propane tanks and other compressed gas cylinders
- Flammable products.

The Contractor will set up a lined containment area and separate any HHW inadvertently delivered to a Debris Management Site. Post-disaster collection and disposal of HHW and commercial and industrial

hazardous materials and wastes is generally performed by specialized environmental contractors under the direction of local and state government.

#### **3.3.3.12. Traffic Control.**

The Contractor shall provide, erect and maintain all necessary barricades, suitable and sufficient lights, danger signals, signs and other traffic control devices at all Contractor work areas in compliance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). All work shall be done in conformity with all applicable Federal, State and local laws, regulations, and ordinances governing personnel, equipment and work place safety. Contractor shall provide qualified flag personnel, as described in the MUTCD, where necessary to direct the traffic and shall take all necessary precautions for the protection of the workers and the public. Highways, streets or parts of the work closed to through traffic shall be protected by effective barricades, and obstructions shall be illuminated during the hours from sunset to sunrise. The expense incurred by the Contractor for Traffic Control shall be included within the submitted rates on the Fee Schedule.

#### **3.3.3.13. Debris Management Sites (DMS).**

##### **General.**

This task is generally performed following a disaster where curbside sorting isn't feasible. In this instance County of Clackamas County may identify one or more Debris Management sites suitable for the type(s) of debris present. For each site the County of Clackamas County shall apply for and obtain an Oregon Department of Environmental Quality (DEQ) Solid Waste Letter of Authorization (SWLA) in accordance with Oregon Department of Environmental Quality, Managing and Permitting Disaster Debris Information for local governments, DEQ staff and Oregonians (2011).

##### **Site Operations.**

Depending on the debris being accepted site operations tasks may include debris acceptance, hazardous materials sorting, metals recycling, volume reduction, pile management, and loading for haul-out. A DMS foreman shall be appointed by the Contractor and be responsible for management of all operations of the site to include traffic control, dumping operations, segregation of debris, recycling, burning, grinding, and safety. The DMS foreman will coordinate directly with the County's site monitor. The Debris Management Site foreman shall also document equipment and labor time, quantities of debris received, processed materials hauled away, and providing the daily operational report to the Contractor's Operations Manager, for further delivery to the County Debris Manager. The Contractor shall supervise and direct the work, using skilled labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Should weighing scales be required they shall be certified to applicable Oregon Motor Carrier Transportation Division standards. Costs for weighing scales shall be incorporated into the Contractors unit costs on the Fee Schedule.

##### **Management Plan.**

The Contractor shall use only Debris Management Site(s) designated by the County Debris Manager. Once the County identifies a Debris Management Site, the Contractor will prepare and provide a Debris Management Site Operations Plan within twenty-four (24) hours for review and approval. Three (3) copies of the plan are required. The plan shall be drawn to a scale of 1" = 50'. The plan will address requirements specified in the Oregon DEQ SWLA permit, and all other required permits and the following:

- Access to site
- Site preparation – clearing, erosion, and grading
- Traffic control procedures
- Safety & Health considerations
- Environmental protection

- Segregation of debris
- Location of ash disposal area and hazardous material containment area
- Location of Contractor work area, inspection tower and load scales
- Location of incineration operations and grinding operations
- Location of existing structures.

A copy of the approved plan shall be kept available at the Debris Management Site for review by all inspection and operational personnel.

### **Inspection Towers.**

The Contractor shall construct an inspection tower at each Debris Management Site where quantities are measured by volume. The floor elevation of the tower shall be 10-feet above the existing ground elevation. The floor area shall be a minimum 8' by 8', constructed of 2" x 8" joists, 16" O.C. with ¾" plywood supported by a minimum of four 6" x 6" posts. A 4-foot high wall constructed of 2" x 4" studs and ½" plywood shall protect the perimeter of the floor area. The floor area shall be covered with a leak-proof roof. The roof shall provide a minimum of 6' – 6" of headroom below the support beams. Steps with a handrail shall provide access to the tower. Tower will be anchored to the ground to prevent blow-over and protected by Jersey barriers to prevent collisions by traffic entering and exiting the site. Each Inspection Tower shall have portable restrooms and hand wash and eye wash stations positioned nearby. Construction alternatives may be authorized by the County but will, as a minimum, provide the same dimensions and safety considerations. The Debris Management Site, including the inspection tower, will be periodically inspected for compliance with FEMA and OSHA safety criteria. Costs for weighing scales shall be incorporated into the contractor's unit costs on the Fee Schedule.

### **3.3.3.14. Damage to Public or Private Property.**

Contractor shall be responsible for any damage to private or public property that results from debris collection and removal activities. Contractor will restore all disturbed areas to their original condition, including permanent grass and any other means determined to be necessary. Should the Contractor damage private property contact with the citizen reporting said damage shall be made within 48 hours of receipt of the initial call, and resolution of damages shall be completed within one week of said damage being reported. Disagreements will be settled through negotiations. The affected area or item will be restored to equal or better than its original condition. Contractor shall supply the County with daily update lists showing all damage claims that have been settled and all claim issues that remain outstanding.

### **3.3.3.15. Utilities Coordination.**

Debris which is to be removed under the contract may be blocked or entangled with overhead power, telephone, and television cables. In this case, it shall be the Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility lines. The Contractor is responsible for all damages incurred to utility infrastructure during debris removal operations. The Contractor is responsible for coordinating debris removal operations with the owners / operators of the utility infrastructure.

### **3.3.3.16. Reports.**

The Contractor shall submit a report each day. The report should accurately document the Contractor's resources and progress on debris removal operations, outstanding issues and provide coordination with the County and the County's representatives. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Contract Number
3. Crew
4. Location of work

5. Day of Report
6. Daily and cumulative totals of debris removed, by category.

Discrepancies between the daily report and the corresponding load tickets will be reconciled no later than the following day.

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

### **3.3.3.17. Pricing.**

Pricing for Debris Clearance and Removal should be based on reasonable access to fuel, logistics and County work sites and will be determined per the Fee Schedule.

### **3.3.3.18. Recycling Revenue.**

Contractor shall recycle debris wherever possible and retain the value. Through this process a lower unit cost for removal and more sustainable cleanup is expected.

### **3.3.3.19. Performance Schedule.**

The Contractor shall commence performance on “Notice to Proceed” (NTP)

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 7-day (weekly) projection. The plan will be updated to reflect current operations.

### **3.3.3.20. Other Considerations**

The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. Additionally, the Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

The Contractor must be duly licensed in accordance with the State of Oregon’s statutory requirements to perform the work. The awarded Contractor will be required to submit copies of all required licenses, certifications, and any other statutory requirements prior to signing a contract with the County. Proposers must be prepared to meet this requirement if awarded a contract. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to the County.

The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractors or any subcontractors actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to the Government.

## **BACKGROUND DOCUMENTS**

All Background Documents are available by download or hereby attached and incorporated by reference at the links listed below:

Federal Emergency Management Agency, Public Assistance Program and Policy Guide V4.1, June 2020.  
[https://www.fema.gov/sites/default/files/2020-06/fema\\_public-assistance-program-and-policy-guide\\_v4\\_6-1-2020.pdf](https://www.fema.gov/sites/default/files/2020-06/fema_public-assistance-program-and-policy-guide_v4_6-1-2020.pdf)

Federal Emergency Management Agency, Public Assistance Debris Management Guide, FEMA-325, July 2007. <https://www.fema.gov/pdf/government/grant/pa/demagde.pdf>

Federal Emergency Management Agency, Public Assistance Debris Monitoring Guide, March 2021. [https://www.fema.gov/sites/default/files/documents/fema\\_debris-monitoring-guide\\_sop\\_3-01-2021.pdf](https://www.fema.gov/sites/default/files/documents/fema_debris-monitoring-guide_sop_3-01-2021.pdf)

Federal Emergency Management Agency, Public Assistance Debris Estimating Field Guide, FEMA-329, September 2010. [https://www.fema.gov/pdf/government/grant/pa/fema\\_327\\_debris\\_monitoring.pdf](https://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf)

Federal Emergency Management Agency, Unified Federal Environmental and Historic Preservation Review Guide, April 2016. [https://www.fema.gov/sites/default/files/2020-06/UFR\\_Applicant\\_Guide\\_Final.pdf](https://www.fema.gov/sites/default/files/2020-06/UFR_Applicant_Guide_Final.pdf)

Occupational Safety and Health Administration (OSHA), Recommended Practices for Safety and Health Programs in Construction, October 2016. <https://www.osha.gov/sites/default/files/OSHA3886.pdf>

Oregon Department of Environmental Quality, Fact Sheet - Asbestos Survey Requirements, November 2018, <https://www.oregon.gov/deq/FilterDocs/asb-SurveyFS.pdf>

Oregon Department of Environmental Quality, Managing and Permitting Disaster Debris - Information for local governments, DEQ staff and Oregonians, September 2011. <https://www.oregon.gov/deq/FilterDocs/ManagPermitDisasterDebris.pdf>

State of Oregon, 2009 Edition – Manual on Uniform Traffic Control Devices for Streets and Highways - Oregon Supplement to the 2009 Edition, Updated May 2012. [https://www.oregon.gov/ODOT/Engineering/Documents\\_TrafficStandards/MUTCD-OR-Supplement.pdf](https://www.oregon.gov/ODOT/Engineering/Documents_TrafficStandards/MUTCD-OR-Supplement.pdf)

U.S. Army Corps of Engineers, Safety and Health Requirements Manual, EM 385-1-1, November, 2014. [https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM\\_385-1-1.pdf](https://www.publications.usace.army.mil/Portals/76/Publications/EngineerManuals/EM_385-1-1.pdf)

U.S. Department of Transportation, Federal Highway Administration, 2009 Manual on Uniform Traffic Control Devices (MUTCD), January 2010. <https://mutcd.fhwa.dot.gov/pdfs/2009r1r2/mutcd2009r1r2edition.pdf>

#### **3.3.4. Term of Contract:**

The term of the contract shall be from the effective date through **June 30, 2026**.

**3.3.5 Sample Contract:** Submission of a Proposal in response to this RFP indicates Proposer’s willingness to enter into a contract containing substantially the same terms (including insurance requirements) of the sample contract identified below. No action or response to the sample contract is required under this RFP. Any objections to the sample contract terms should be raised in accordance with Paragraphs 2.2 or 2.3 of this RFP, pertaining to requests for clarification or change or protest of the RFP/specifications, and as otherwise provided for in this RFP. This RFP and all supplemental information in response to this RFP will be a binding part of the final contract.

The applicable Sample Goods and Services Contract for this RFP can be found at <https://www.clackamas.us/finance/terms.html>.

## **INSURANCE**

Coverage: Insurance carried by Contractor under the Contract shall be the primary coverage. The coverages indicated are minimums unless otherwise specified in the Contract Documents.

Workers' Compensation: All employers, including Contractor, that employ subject workers who work under the Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. This shall include Employer's Liability Insurance with coverage limits of not less than the minimum amount required by statute for each accident. Contractors who perform the Work without the assistance or labor of any employee need not obtain such coverage if the Contractor certifies so in writing. Contractor shall ensure that each of its Subcontractors complies with these requirements. The Contractor shall require proof of such Workers' Compensation coverage by receiving and keeping on file a certificate of insurance from each Subcontractor or anyone else directly employed by either the Contractor or its Subcontractors.

#### General Liability Insurance:

Commercial General Liability: Upon execution of a Contract, Contractor shall obtain, and keep in effect at Contractor's expense for the term of the Contract, Commercial General Liability Insurance ("CGL") covering bodily injury and property damage in the amount of not less than \$1,000,000 per claim and \$2,000,000 per occurrence in a form satisfactory to Owner. This insurance shall include personal injury liability, products and completed operations, and contractual liability coverage for the indemnities provided under the Contract (to the extent contractual liability coverage for the indemnity is available in the marketplace), and shall be issued on an occurrence basis written on ISO Form GC 00 01 (12 04 or later) or an equivalent form approved in advance by Owner. The CGL shall provide separation of insured language. The policy or policies obtained by Contractor for purposes of fulfilling the requirements of this section shall be primary insurance with respect to the Owner. Any insurance or self-insurance maintained by the County shall be excess and shall not contribute to it.

Automobile Liability: Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Automobile Liability Insurance covering owned, and/or hired vehicles, as applicable. The coverage may be written in combination with the Commercial General Liability Insurance. Contractor shall provide proof of insurance of not less than \$1,000,000 per claim and \$2,000,000 per occurrence. Contractor and its Subcontractors shall be responsible for ensuring that all non-owned vehicles maintain adequate Automobile Liability insurance while on Project Site.

To the extent that the Contract Documents require the Contractor to provide professional design services, design-build, or certifications related to systems, materials, or equipment, the Contractor shall (1) purchase and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate and (2) cause those Subcontractors (of any tier) who are providing professional design services including any design-build services to procure and maintain professional liability/errors-and-omissions insurance with limits of not less than \$1,000,000 for each claim and \$2,000,000 general annual aggregate. This policy shall be for the protection of the Owner, its elected officials, officers, agents and employees against liability for damages because of personal injury, bodily injury, death, or damage to property, including loss of use thereof, and damages because of negligent acts, errors and omissions in any way related to the Contract. The Owner, at its option, may require a complete copy of the above policy.

"Tail" Coverage: If any of the required liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of the Contract for a duration of 36 months or the maximum time period available in the marketplace if less than 36 months. Contractor shall furnish certification of "tail" coverage as described or continuous "claims made" liability coverage for 36 months following Final Completion. Continuous "claims made" coverage will be acceptable in lieu of "tail" coverage, provided

its retroactive date is on or before the effective date of the Contract. Owner's receipt of the policy endorsement evidencing such coverage shall be a condition precedent to Owner's obligation to make final payment and to Owner's final acceptance of Work or services and related warranty (if any).

Umbrella Liability (if required by Owner through issuance of Supplemental General Conditions): Contractor shall obtain, at Contractor's expense, and keep in effect during the term of the Contract, Umbrella liability Insurance over and above the general liability, automobile liability and workers' compensation coverage if required by Owner in specified limits at time of requirement.

Pollution Liability may be required by Owner through issuance of Supplemental General Conditions.

Additional Insured: The general liability insurance coverage, automobile liability, umbrella, and pollution liability if required, shall include the Owner as additional insureds but only with respect to the Contractor's activities to be performed under the Contract. The additional-insured endorsement for CGL insurance must be written on ISO Form CG 20 10 (10 01) and CG 20 37 (10 01), or their equivalent, but shall not use either of the following forms: CG 20 10 (10 93) or CG 20 10 (03 94). Proof of insurance must include a copy of the endorsement showing "Clackamas County, its elected officials, agents, officers, and employees" as scheduled insureds.

If Contractor cannot obtain an insurer to name the Owner as additional insureds, Contractor shall obtain at Contractor's expense, and keep in effect during the term of the Contract, Owners and Contractors Protective Liability Insurance, naming the Owner as additional insureds with not less than a \$2,000,000 limit per occurrence. This policy must be kept in effect for 36 months following Final Completion. As evidence of coverage, Contractor shall furnish the actual policy to Owner prior to execution of the Contract.

Notice of Cancellation or Change: If the Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Contractor agrees to notify Owner by fax within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. When notified by Owner, the Contractor agrees to stop Work pursuant to the Contract at Contractor's expense, unless all required insurance remain in effect. Any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverages provided to the Owner and its institutions, divisions, officers, and employees.

Owner shall have the right, but not the obligation, of prohibiting Contractor from entering the Project Site until a new certificate(s) of insurance is provided to Owner evidencing the replacement coverage. The Contractor agrees that Owner reserves the right to withhold payment to Contractor until evidence of reinstated or replacement coverage is provided to Owner.

Certificate(s) of Insurance/Insurance Carrier Qualification: As evidence of the insurance coverage required by the Contract, the Contractor shall furnish certificate(s) of insurance to the Owner prior to execution of the Contract. The certificate(s) will specify all of the parties who are additional insureds or loss payees for the Contract. A renewal certificate shall be sent to Owner at least 10 days prior to coverage expiration. Insurance coverage required under the Contract shall be obtained from insurance companies or entities acceptable to the Owner and that are eligible to provide such insurance under Oregon law. Eligible insurers include admitted insurers that have been issued a certificate of authority from the Oregon Department of Consumer and Business Services authorizing them to conduct an insurance business and issue policies of insurance in the state of Oregon, and certain non-admitted surplus lines insurers that satisfy the requirements of applicable Oregon law and which are subject to approval by

the Owner. The Contractor shall be financially responsible for all deductibles, self-insured retentions and/or self-insurance included hereunder. Any deductible, self-insured retention and/or self-insurance in excess of \$50,000 shall be subject to approval by the Owner in writing and shall be a condition precedent to the effectiveness of any Contract.

**SECTION 4  
EVALUATION PROCEDURE**

**4.1** An evaluation committee will review all Proposals that are initially deemed responsive and they shall rank the Proposals in accordance with the below criteria. The evaluation committee may recommend an award based solely on the written responses or may request Proposal interviews/presentations. Interviews/presentations, if deemed beneficial by the evaluation committee, will consist of the highest scoring Proposers. The invited Proposers will be notified of the time, place, and format of the interview/presentation. Based on the interview/presentation, the evaluation committee may revise their scoring.

Written Proposals must be complete and no additions, deletions, or substitutions will be permitted during the interview/presentation (if any). The evaluation committee will recommend award of a contract to the final County decision maker based on the highest scoring Proposal. The County decision maker reserves the right to accept the recommendation, award to a different Proposer, or reject all Proposals and cancel the RFP.

Proposers are not permitted to directly communicate with any member of the evaluation committee during the evaluation process. All communication will be facilitated through the Procurement representative.

**4.2 Evaluation Criteria**

<u>Category</u>	<u>Points available:</u>
Proposer’s General Background and Experience	0-25
Management Team	0-20
Resources	0-15
Project Approach	0-20
Fees	0-20
<b>Available points</b>	<b>0-100</b>

**4.3** Once a selection has been made, the County will enter into contract negotiations. During negotiation, the County may require any additional information it deems necessary to clarify the approach and understanding of the requested services. Any changes agreed upon during contract negotiations will become part of the final contract. The negotiations will identify a level of work and associated fee that best represents the efforts required. If the County is unable to come to terms with the highest scoring Proposer, discussions shall be terminated and negotiations will begin with the next highest scoring Proposer. If the resulting contract contemplates multiple phases and the County deems it is in its interest to not authorize any particular phase, it reserves the right to return to this solicitation and commence negotiations with the next highest ranked Proposer to complete the remaining phases.

## SECTION 5 PROPOSAL CONTENTS

### 5.1. Vendors must observe submission instructions and be advised as follows:

**5.1.1.** Complete Proposals may be mailed to the below address or emailed to [Procurement@clackamas.us](mailto:Procurement@clackamas.us). The subject line of the email must identify the RFP title. Proposers are encouraged to contact Procurement to confirm receipt of the Proposal. If the Proposal is mailed, an original copy and an electronic copy (on compact disk or jump drive) must be included. The Proposal (hardcopy or email) must be received by the Closing Date and time indicated in Section 1 of the RFP.

### 5.1.2. Mailing address including Hand Delivery, UPS and FEDEX:

Clackamas County Procurement Division – Attention George Marlton, County Procurement Officer  
Clackamas County Public Services Building  
2051 Kaen Road  
Oregon City, OR 97045

**5.1.3.** County reserves the right to solicit additional information or Proposal clarification from the vendors, or any one vendor, should the County deem such information necessary.

**5.1.4.** Proposal may not exceed a total of **30 pages** (single-sided), inclusive of all exhibits, attachments or other information.

### **Provide the following information in the order in which it appears below:**

### 5.2. Proposer's General Background and Experience (25 Points):

Provide documentation of federally-declared in-progress or completed disaster debris removal projects (Qualifying Events) performed as the prime debris removal contractor. "Qualifying Events" must have involved removal of at least 50,000 tons (100,000 Cubic Yards) (CY) of Construction and Demolition (C&D) debris or 250,000 CY of vegetative and/or soil debris. Qualifying Events must also have used an Automated Debris Management System (ADMS). Evaluation of Contractor Experience shall be based on 1) one point for each Qualifying Event for a maximum of 10 points; 2) one point for each Qualifying Event completed during the period 2010-2020 (inclusive) for a maximum of 10 points; and 3) up to five (5) additional points for debris removal experience demonstrating the contractors ability to manage large scale and technically complex disasters. The proposer may provide up to 5 reference letters supporting past performance and experience. County reserves right to contact provided and non-provided references and utilize the findings to support evaluation of proposals. Documentation shall be submitted in the following format:

1. FEMA declaration name and number
2. Location (city/county/state)
3. Public Agency (or Private Nonprofit Facility)
4. Public Agency Contact (name, telephone, email)
5. Start and end date of contract
6. Prime Contractor? (yes/no)
7. Dollar value of contract
8. Quantity and type of debris removed (C&D or Vegetative)
9. Automated Debris Management System (ADMS) used? (yes/no).

### 5.3. Management Team (20 Points):

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Disaster Debris Removal and Disposal

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Provide the names of primary (4) and alternate (4) key personnel with debris removal experience that will serve as the Project Management Team under the prospective contract. For purposes of this contract the “Project Management Team” consists of four positions which include the Project Manager, Operations Manager, Quality Control Manager and Safety & Health Manager. The Project Manager and Operations Manager must document relevant debris removal experience on at least three (3) Qualifying Events. All team members must have completed at least one (1) Qualifying Event in the employment of the Contractor. All team members must also be currently employed by the contractor. Evaluation of the Contractor’s Project Management Team shall be based on overall background and experience. Management team member documentation shall be submitted in the following format:

1. Team Member Name:
2. Team Member Position (i.e. “Primary Project Manager” or “Alternate Project Manager”):
3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):
4. Number of years of experience in debris removal operations:
5. Number of years employed by proposer:
6. Currently employed by proposer? Yes/No

**5.4. Resources (15 Points):**

In a clear and concise manner, not to exceed 6 pages using Arial font size 11, describe a) Supplemental Personnel; b) Equipment and any other relevant resources; c) Financial Capability; and d) Use of small and minority businesses, women’s business enterprises, and labor surplus area firms when possible. Supplemental personnel must be current employees of the company. Equipment must be currently owned or under contract. Other relevant resources must be owned, leased or under contract. Contractor must have sufficient financial capability to meet the financial requirements of the contract for an event costing no less than \$25,000,000. Proof of ability may be in the form of Performance and Payment bonds obtained on past projects, letters of credit, or other equivalent financial resources.

**5.5. Project Approach (20 Points):**

In a clear and concise manner, not to exceed 6 pages using Arial font size 11, describe how debris removal would be carried out following a no-notice catastrophic earthquake (Example Event) impacting Clackamas County, Oregon and generating 1 million cubic yards (MCY) of construction and demolition (C&D) debris on the public right-of-way. Of the 1 MCY of C&D debris in the Example Event approximately 800,000 CY is located east of the Willamette River and 200,000 CY is located west of the Willamette River. All Willamette River bridges are impassable except I-205. A temporary debris storage and reduction site is located at Clackamas County’s Barton Stockpile with about 5 acres available for use. Coffin Butte Landfill in Corvallis, Oregon is accessible and operational. Hillsboro Landfill in Hillsboro, Oregon is not accessible. Arlington, Oregon area landfills are operational with RT transit time of 8 hours. The County’s Debris monitoring company is on-scene and prepared to register vehicles in Event + 4 days. Provide pre-event preparedness activities, post-event mobilization time-frame, time to complete assignment, debris monitoring coordination, subcontracting approach, proposed strategies for re-use, recycling and reduction, safety and health considerations and environmental and historic protection. Evaluation will be based on the Contractor providing a concise, clearly written and effective Project Approach to the earthquake scenario including applied knowledge of the FEMA Public Assistance Program.

**5.6. Fees (20 Points):**

Cost of services to be determined by filling out Fee Schedules A (Debris Clearance Fee Schedule) and Fee Schedule B (Debris Removal Cost Sheet). Debris quantities on both schedules are notional and included for evaluation purposes only. Evaluation of the Contractor’s Fees will be based on the total cost per the combined Fee Schedule. The lowest cost submittal shall receive 20 points. Each subsequent proposal will be assigned a percentage of the 20 points based on the percentage by which the proposal exceeds the lowest total cost

proposal. **Proposers must complete the attached excel spreadsheets titled “Fee Schedule A, Debris Clearance Fee Schedule” and Fee Schedule B, Debris Removal Cost Sheet”.**

**5.7. Completed Proposal Certification (see the below form)**

**PROPOSAL CERTIFICATION**  
**RFP#2020-101 Disaster Debris Removal and Disposal**

Submitted by: AshBritt, Inc.  
(Must be entity's full legal name, and State of Formation)

The undersigned, through the formal submittal of this Proposal response, declares that he/she has examined all related documents and read the instruction and conditions, and hereby proposes to provide the services as specified in accordance with the RFP, for the price set forth in the Proposal documents.

Proposer, by signature below, hereby represents as follows:

- (a) That no County elected official, officer, agent or employee of the County is personally interested directly or indirectly in this contract or the compensation to be paid hereunder, and that no representation, statement or statements, oral or in writing, of the County, its elected officials, officers, agents, or employees had induced it to enter into this contract and the papers made a part hereof by its terms;
- (b) The Proposer, and each person signing on behalf of any Proposer certifies, in the case of a joint Proposal, each party thereto, certifies as to its own organization, under penalty of perjury, that to the best of their knowledge and belief:
  - 1. The prices in the Proposal have been arrived at independently, without collusion, consultation, communication, or agreement for the purpose of restraining competition as to any matter relating to such prices with any other Proposer or with any competitor;
  - 2. Unless otherwise required by law, the prices which have been quoted in the Proposal have not been knowingly disclosed by the Proposer prior to the Proposal deadline, either directly or indirectly, to any other Proposer or competitor;
  - 3. No attempt has been made nor will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a Proposal for the purpose of restraining trade;
- (c) The Proposer fully understands and submits its Proposal with the specific knowledge that:
  - 1. The selected Proposal must be approved by the Board of Commissioners.
  - 2. This offer to provide services will remain in effect at the prices proposed for a period of not less than ninety (90) calendar days from the date that Proposals are due, and that this offer may not be withdrawn or modified during that time.
- (d) That this Proposal is made without connection with any person, firm or corporation making a bid for the same material, and is in all respects, fair and without collusion or fraud.
- (e) That the Proposer shall use recyclable products to the maximum extent economically feasible in the performance of the contract work set forth in this document.
- (f) That the Proposer accepts all terms and conditions contained in this RFP and that the RFP and the Proposal, and any modifications, will be made part of the contract documents. It is understood that all Proposals will become part of the public file on this matter. The County reserves the right to reject any or all Proposals.
- (g) That the Proposer holds current licenses that businesses or services professionals operating in this state must hold in order to undertake or perform the work specified in these contract documents.
- (h) That the Proposer is covered by liability insurance and other insurance in the amount(s) required by the solicitation and in addition that the Proposer qualifies as a carrier insured employer or a self-insured employer under ORS 656.407 or has elected coverage under ORS 656.128.
- (i) That the Proposer is legally qualified to contract with the County.
- (j) That the Proposer has not and will not discriminate in its employment practices with regard to race, creed, age, religious affiliation, sex, disability, sexual orientation, gender identity, national origin, or any other protected class. Nor has Proposer or will Proposer discriminate against a subcontractor in the awarding of a subcontract because the subcontractor is a disadvantaged business enterprise, a minority-owned business, a woman-owned business, a business that a service-disabled veteran owns or an emerging small business that is certified under ORS 200.055.

(k) The Proposer agrees to accept as full payment for the services specified herein, the amount as shown in the Proposal.

“Resident Bidder, as defined in ORS 279A.120

Non-Resident Proposer, Resident State Florida

Oregon Business Registry Number 1218761-97

Contractor’s Authorized Representative:

Signature:  Date: 05/24/2021  
Name: Dow Knight Title: Senior Vice President  
Firm: AshBritt, Inc.  
Address: 565 E. Hillsboro Blvd.  
City/State/Zip: Deerfield Beach, FL 33441 Phone: ( 954 ) 725-6992  
e-mail: response@ashbritt.com Fax: (954) 725-6991

Contract Manager:

Name Rob Ray Title: Senior Vice President  
Phone number: (954) 868-9502  
Email Address: rroy@ashbritt.com

**Fees Schedule A**  
**Debris Clearance Fee Schedule**

**Clackamas County, Oregon**  
**Fee Schedule A, Debris Clearance Fee Schedule**  
**(Limited to Emergency Phase of Event)**

<u>Equipment</u>	<u>Time (hours)</u>	<u>Rate (\$)</u>	<u>Subtotal (\$)</u>
1. Bobcat Loader, 60 HP, w/grapple or similar w/operator	8	\$120.00	\$960.00
2. Bucket Truck or similar w/operator	8	\$225.00	\$1,800.00
3. Certified Chainsaw Operator	8	\$70.00	\$560.00
4. Certified Tree Climber w/Chainsaw	8	\$110.00	\$880.00
5. Crash Truck w/Impact Attenuator or similar w/operator	8	\$135.00	\$1,080.00
6. Crew Foreman w/communications and Pickup	8	\$95.00	\$760.00
7. Dozer, Tracked, D5 or similar w/operator	8	\$175.00	\$1,400.00
8. Dozer, Tracked, D6 or similar w/operator	8	\$171.00	\$1,368.00
9. Dozer, Tracked, D7 or similar w/operator	8	\$225.00	\$1,800.00
10. Dozer, Tracked, D8 or similar w/operator	8	\$295.00	\$2,360.00
11. Dump Truck, 18 CY – 20 CY w/CDL Driver	8	\$140.00	\$1,120.00
12. Dump Truck, 21 CY – 30 CY w/CDL Driver	8	\$160.00	\$1,280.00
13. Generator/Light Plant w/fuel and maintenance (20 kW)	8	\$45.00	\$360.00
14. Grader w/12" Blade or similar w/operator	8	\$175.00	\$1,400.00
15. Hydraulic Excavator, 1.5 CY or similar w/operator	8	\$175.00	\$1,400.00
16. Hydraulic Excavator, 2.5 CY or similar w/operator	8	\$205.00	\$1,640.00
17. Knuckle Boom Loader, 10,000 lb. Capacity or similar w/operator	8	\$295.00	\$2,360.00
18. Laborer w/small tools, traffic control, or flag person	8	\$60.00	\$480.00
19. Lowboy Trailer w/Tractor w/CDL driver	8	\$180.00	\$1,440.00
20. Operations (Project) Manager w/communications and Pickup	8	\$125.00	\$1,000.00
21. Pickup Truck, .5 Ton w/operator	8	\$56.00	\$448.00
22. Pickup Truck, 1.0 Ton w/operator	8	\$61.00	\$488.00
23. Truck, Flatbed w/operator	8	\$95.00	\$760.00
24. Truck Mounted Crane, 24-ton w/operator	8	\$195.00	\$1,560.00
25. Truck Mounted Crane, 36-ton w/operator	8	\$275.00	\$2,200.00
26. Truck Mounted Crane, 60-ton w/operator	8	\$395.00	\$3,160.00
27. Water Truck, 3,000 – 5,000 gal or similar w/CDL Driver	8	\$120.00	\$960.00
31. Weighing Scales, Truck, Portable and Certified	8	\$75.00	\$600.00
28. Wheel Loader, 2.5 CY – 4 CY, 950 or similar w/operator	8	\$195.00	\$1,560.00
29. Wheel Loader, 4.5 CY, 966 or similar w/operator	8	\$225.00	\$1,800.00
30. Wheel Loader-Backhoe, 1.0 – 1.5 CY or similar w/operator	8	\$175.00	\$1,400.00

**Fees Schedule B  
Debris Removal Fee Schedule**

**Clackamas County, Oregon  
Debris Removal Fee Schedule**  
Proposer: **AshBritt, Inc.**

<u>Item</u>	<u>Description</u>	<u>Units</u>	<u>Origination Point</u>	<u>Measure (1)</u>	<u>Quantity</u>	<u>Unit Price \$</u>	<u>Sub-Total \$</u>
4.1	Load and haul vegetative debris	CY per mileage intervals	From County 'Right-of-Way' (County ROW) to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	100,000 50,000 25,000	\$14.95 \$16.95 \$19.50	\$1,495,000.00 \$847,500.00 \$487,500.00
4.2	Vegetative debris reduction by chipping or grinding	CY	At Debris Management Site		100000	\$4.75	\$475,000.00
4.3	Vegetative debris reduction by air curtain incineration	CY	At Debris Management Site		10000	\$3.75	\$37,500.00
4.4	Haul-out of reduced vegetative debris (chips or ground debris).	CY per mileage intervals	From County-approved Debris Management Site to final disposal site	0-15 miles 16-30 miles 31-60 miles	25,000 10,000 5000	\$5.25 \$7.50 \$10.00	\$131,250.00 \$75,000.00 \$50,000.00
4.5	Haul-out of reduced vegetative debris (ash from air curtain incineration)	CY per mileage intervals	From County-approved Debris Management Site to final disposal site	0-15 miles 16-30 miles 31-60 miles	1000 500 200	\$11.00 \$12.00 \$16.00	\$11,000.00 \$6,000.00 \$3,200.00
4.6	Cut and stage on County ROW hazardous trees 6" - 11.99" in diameter with greater than 50% of the root ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$125.00	\$125,000.00
4.7	Cut and stage on County ROW hazardous trees 12" - 23.99" in diameter with 50% or more of the root-ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$250.00	\$250,000.00
4.8	Cut and stage on County ROW hazardous trees 24" - 35.99" in diameter with 50% or more of the root-ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$550.00	\$550,000.00
4.9	Cut and stage on County ROW hazardous trees 36" - 47.99" in diameter with 50% or more of the root-ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$750.00	\$750,000.00
4.10	Cut and stage on County ROW hazardous trees 48" or greater in diameter with 50% or more of the root-ball exposed  (includes removal of root ball and filling of hole)	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$850.00	\$850,000.00
4.11	Cut and stage on County ROW hazardous trees 6" to 11.99" in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$100.00	\$100,000.00
4.12	Cut and stage on County ROW hazardous trees 12" to 23.99" in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$195.00	\$195,000.00
4.13	Cut and stage on County ROW hazardous trees 24" to 35.99" in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$420.00	\$420,000.00
4.14	Cut and stage on County ROW hazardous trees 36" to 47.99" in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$565.00	\$565,000.00
4.15	Cut and stage on County ROW hazardous trees 48" or greater in diameter with less than 50% of the root-ball exposed	Each tree	Debris staged on County ROW for hauling per 4.1	Each tree	1000	\$650.00	\$650,000.00
4.16	Removal of hazardous limbs (hangers)	Per Tree	Debris staged on County ROW for hauling per 4.1		1000	\$125.00	\$125,000.00
4.17	Extraction of hazardous stumps 24" to 35.99" with greater than 50% of root ball exposed. Includes extraction and filling of hole.	Each	Debris staged on County ROW for hauling per 4.1		500	\$150.00	\$75,000.00

4.18	Extraction of hazardous stumps 36" to 47.99" with greater than 50% of root ball exposed. Includes extraction and filling of hole.	Each	Debris staged on County ROW for hauling per 4.1	500	\$250.00	\$125,000.00	
4.19	Extraction of hazardous stumps 48" or greater with greater than 50% of root ball exposed. Includes extraction and filling of hole.	Each	Debris staged on County ROW for hauling per 4.1	500	\$375.00	\$187,500.00	
4.20	Flush Cutting of hazardous stumps 24" to 35.99" with less than 50% of root ball exposed. Includes flush cut and staging debris for disposal under 4.1.	Each	Debris staged on County ROW for hauling per 4.1	500	\$75.00	\$37,500.00	
4.21	Flush Cutting of hazardous stumps 36" to 47.99" with less than 50% of root ball exposed. Includes flush cut and staging debris for disposal under 4.1.	Each	Debris staged on County ROW for hauling per 4.1	500	\$100.00	\$50,000.00	
4.22	Flush Cutting of hazardous stumps 48" or greater with less than 50% of root ball exposed. Includes flush cut and staging debris for disposal under 4.1.	Each	Debris staged on County ROW for hauling per 4.1	500	\$195.00	\$97,500.00	
4.23	Load and haul soil, sand and mud (uncontaminated)	Ton per mileage intervals	From County ROW to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	100000 50000 10000	\$18.00 \$20.00 \$24.00	\$1,800,000.00 \$1,000,000.00 \$240,000.00
4.24	Load and haul soil, sand and mud (contaminated)	Ton per mileage intervals	From County ROW to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	25000 10000 5000	\$18.00 \$20.00 \$24.00	\$450,000.00 \$200,000.00 \$120,000.00
4.25	Mechanical screening of soil, sand and mud (to remove solid waste)	Ton	At County-approved Debris Management Site or final disposal site	10000	\$16.00	\$160,000.00	
4.26	Cleaning and clearing of storm drain lines with a diameter from 0 to 23.99"	Linear ft cleared	From County ROW	1000	\$3.90	\$3,900.00	
4.27	Cleaning and clearing of storm drain lines with a diameter from 24" to 35.99"	Linear ft cleared	From County ROW	1000	\$6.50	\$6,500.00	
4.28	Cleaning and clearing of storm drain lines with a diameter from 36" to 47.99"	Linear ft cleared	From County ROW	1000	\$11.50	\$11,500.00	
4.29	Cleaning and clearing of storm drain lines with a diameter from 48" to 71.99"	Linear ft cleared	From County ROW	1000	\$19.50	\$19,500.00	
4.30	Cleaning and clearing of storm drain lines with a diameter greater than 72"	Linear ft cleared	From County ROW	1000	\$31.00	\$31,000.00	
4.31	Storm sump basin cleaning	Ton	From County ROW	100	\$625.00	\$62,500.00	
4.32	Roadside ditch line cleanout	CY	County-managed ditches	5000	\$93.00	\$465,000.00	
4.33	Land-based debris removal from waterways	CY	County-managed waterways	5000	\$125.00	\$625,000.00	
4.34	Marine-based debris removal from waterways	CY	County-managed waterways	5000	\$175.00	\$875,000.00	
4.35	Load and haul construction & demolition debris (non-asbestos)	Ton per mileage intervals	From County ROW	0-15 miles 16-30 miles 31-60 miles	100000 50000 10000	\$78.00 \$90.00 \$115.00	\$7,800,000.00 \$4,500,000.00 \$1,150,000.00
4.36	Load and haul construction & demolition debris (asbestos-containing)	Ton per mileage intervals	From County ROW	0-15 miles 16-30 miles 31-60 miles	25000 10000 5000	\$88.00 \$100.00 \$125.00	\$2,200,000.00 \$1,000,000.00 \$625,000.00
4.37	Load and haul reduced construction & demolition debris from Debris Management Site to final disposal site	Ton per mileage intervals	From Debris Management Site to final disposal site	0-15 miles 16-30 miles 31-60 miles	10000 5000 1000	\$78.00 \$90.00 \$115.00	\$780,000.00 \$450,000.00 \$115,000.00
4.38	Load and haul construction and demolition debris from public property (not on County ROW)	CY per mileage intervals	From Public Property to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	10000 5000 1000	\$14.95 \$16.95 \$19.50	\$149,500.00 \$84,750.00 \$19,500.00
4.39	Removal of large appliances	Each per mileage intervals	From Public Property to County-approved Debris Management Site or final disposal site	0-15 miles 16-30 miles 31-60 miles	2000 1000 500	\$55.00 \$65.00 \$85.00	\$110,000.00 \$65,000.00 \$42,500.00
4.40	Removal and disposal of refrigerant, foam and other hazardous components from refrigerated household appliances	Each	From County approved site	1000	\$75.00	\$75,000.00	
4.41	Removal of abandoned smaller-sized vehicles - cars, light trucks, trailers, recreational vehicles, boats and similar sized vehicles under 10,000 lbs Gross Vehicle Weight Rating (GVWR).	Each per mileage intervals	From County ROW to County-approved Site	0-15 miles 16-30 miles 31-60 miles	200 100 50	\$250.00 \$275.00 \$325.00	\$50,000.00 \$27,500.00 \$16,250.00
4.42	Removal of abandoned Vehicles - medium-sized trucks and trailers, recreational vehicles, boats and similar sized vehicles over 10,000 lbs GVWR and less than 26,000 lbs GVWR	Each per mileage intervals	From County ROW to County-approved Site	0-15 miles 16-30 miles 31-60 miles	200 100 50	\$500.00 \$550.00 \$650.00	\$100,000.00 \$55,000.00 \$32,500.00
4.43	Removal of abandoned vehicles - larger-sized trucks and trailers, recreational vehicles, boats and similar sized vehicles over 26,000 lbs GVWR	Each per mileage intervals	From County ROW to County-approved Site	0-15 miles	100	\$1,250.00	\$125,000.00

				16-30 miles	50	\$1,875.00	\$93,750.00
				31-60 miles	10	\$3,000.00	\$30,000.00
Removal of off-road, gas-powered Equipment (lawn mowers, tractors, edgers, leaf blowers and other lawn equipment, chainsaws, all-terrain vehicles, etc.)							
4.44	Each	From County ROW to County-approved Site			500	\$50.00	\$25,000.00
Load and haul putrescible waste (not including animal carcasses)							
4.45	Pound	From County ROW to County-approved Site			5000	\$5.00	\$25,000.00
Load and haul dead animal carcasses (does not include smaller animals such as Opossums).							
4.46	Each per mileage intervals	From County ROW to County-approved Site	0-15 miles		200	\$325.00	\$65,000.00
			16-30 miles		100	\$375.00	\$37,500.00
			31-60 miles		50	\$400.00	\$20,000.00
4.47	Each	County-designated locations			200	\$1,000.00	\$200,000.00
Structural demolition, load and haul (non-asbestos containing)							
4.48	Ton per mileage intervals	County-designated locations	0-15 miles		25000	\$78.00	\$1,950,000.00
			16-30 miles		10,000	\$90.00	\$900,000.00
			31-60 miles		5000	\$115.00	\$575,000.00
Structural demolition, load and haul (asbestos containing)							
4.49	Ton per mileage intervals	County-designated locations	0-15 miles		10000	\$97.50	\$975,000.00
			16-30 miles		5000	\$112.50	\$562,500.00
			31-60 miles		1000	\$145.00	\$145,000.00
Removal of hazardous electronic debris (such as cathode ray tubes, computer monitors and televisions)							
4.5	Each	From County ROW or Debris Management Site or to County-approved Site			1000	\$85.00	\$85,000.00
Load and haul tires							
4.51	Each	From County ROW or Debris Management Site to County-approved Site			1000	\$25.00	\$25,000.00
Debris Management Site: opening and closure							
4.52	Each	Debris Management Site			1	\$25,000.00	\$25,000.00
Debris Management Site Operations – with portable scales							
4.53	Daily	Debris Management Site			60	\$2,500.00	\$150,000.00
Debris Management Site Operations – without portable scales							
4.54	Daily	Debris Management Site			60	\$2,000.00	\$120,000.00

**Total: \$40,422,600.00**

(1) : Fractional mileage will not increase until the next whole number is reached, i.e. 15.9 miles falls into the 0-15 mile rate.

**EXHIBIT C**  
**CONTRACTOR'S PROPOSAL**



**PREPARED FOR:**  
Clackamas County, OR



**MISSION**

As the nation's leader in disaster response and recovery services, the mission of our team is to support communities and help the families in time of need.

**VALUES**

Ensure safety, integrity, commitment to service and teamwork.

**VISION**

Transform the industry through innovative and sound initiatives to support all communities with their environmental, infrastructure and sustainability needs.

[www.ashbritt.com](http://www.ashbritt.com)

**Request for Proposal: 2020-101**

Disaster Debris Removal and Disposal

**PLEASE DELIVER TO:**

Clackamas County Procurement Division –  
Attention George Marlton, County Procurement  
Officer, Clackamas County Public Services  
Building, 2051 Kaen Road Oregon City, OR 97045  
or email: [procurement@clackamas.us](mailto:procurement@clackamas.us)

**OPENING DATE & TIME ON:**

Tuesday, June 1, 2021, 2:00 PM PST

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### ***Tab 1. Proposer's General Background and Experience***

AshBritt has presented detailed information on **ten qualifying signature projects** to demonstrate our capacity, qualifications, experience, and competency in responding to projects comparable to those identified in this solicitation. AshBritt has provided **six** qualifying projects that demonstrate debris removal experience and our ability to **manage large-scale and technically complex disasters**. AshBritt believes this encompasses projects that exceed 1,000,000 cubic yards of debris and multiple debris streams.

- ***Qualifying Event: Charleston County, SC – Hurricane Dorian, 2019***

- 1. FEMA declaration name and number:** 2019 Hurricane Dorian (DR-4468)
- 2. Location (city/county/state):** Charleston County, SC
- 3. Public Agency (or Private Nonprofit Facility):** Charleston County, SC
- 4. Public Agency Contact (name, telephone, email):** Chris Wannamaker, P.E. Stormwater Program Manager Charleston County Public Works - Stormwater Division  
Phone: (843) 202-7635  
Email: CWannamaker@charlestoncounty.org
- 5. Start and end date of contract:** 09/14/2019 – 12/20/2019
- 6. Prime Contractor? (yes/no):** yes
- 7. Dollar value of contract:** \$11,730,000
- 8. Quantity and type of debris removed (C&D or Vegetative):** 615,000 CY of vegetative debris
- 9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. The geographic response area for AshBritt's contract within Charleston County, SC, covered 1,358 square miles. Our management team arrived before official activation at no additional expense to the County. For debris removal operations, we assisted with the identification and designation of collection zones and collected 615,000 cubic yards of vegetative debris throughout the County. AshBritt opened, developed, staffed, and operated 4 DMS locations throughout the affected area and hauled out 7,000 tons of reduced vegetative debris from the DMS sites. We employed and managed over 130 debris hauling units and tree crews, which removed 5,100 hazardous leaning trees and hazardous hanging limbs. At the height of the project, AshBritt collected over 30,000 cubic yards of debris in one day.

- ***Qualifying Event: Bay County, FL – Hurricane Michael, 2018-2020***

- 1. FEMA declaration name and number:** 2018 Hurricane Michael (DR-4399)
- 2. Location (city/county/state):** Bay County, FL
- 3. Public Agency (or Private Nonprofit Facility):** Bay County, FL
- 4. Public Agency Contact (name, telephone, email):** Don Murray – General Services Director  
Phone: (850) 248-8732  
Email: dmurray@baycountyfl.gov
- 5. Start and end date of contract:** 10/18/18 – 10/28/20
- 6. Prime Contractor? (yes/no):** yes
- 7. Dollar value of contract:** \$146,892,646
- 8. Quantity and type of debris removed (C&D or Vegetative):** 6,800,000 CY of vegetative and C&D debris, hazardous trees and limbs, and other ancillary services
- 9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. The geographic response area for AshBritt's contract within Bay County, FL, covered 1,033 square miles. AshBritt's management team arrived before official activation at no additional expense to the County. For debris

removal operations, AshBritt identified and designated 16 collection zones throughout the County. We provided emergency road clearance services at the beginning stage of the project. The 6,800,000 cubic yards of debris collected throughout Bay County included vegetative and construction debris types. AshBritt opened, developed, staffed, and operated 5 DMS locations throughout the affected area. We employed and managed over 470 debris hauling units and 61 tree crews, which removed 70,749 hazardous leaning trees and 56,344 hazardous hanging limbs. At the height of the project, AshBritt collected over 84,000 cubic yards of debris in one day. AshBritt has hauled out 1,700,000 cubic yards of reduced vegetative debris from the DMS sites. All of the reduced vegetative debris was sent to beneficial reuse locations. AshBritt handled numerous special debris waste streams on this project, which included white goods and e-waste. We performed removal of freon and non-freon containing white goods. AshBritt also conducted a marine debris removal mission in which we removed over 973,914 cubic yards of vegetative and construction debris. At our peak, AshBritt removed 10,500 cubic yards of marine debris in one day.

- *Qualifying Event: Gulf County, FL – Hurricane Michael, 2018-2019*

1. **FEMA declaration name and number:** 2018 Hurricane Michael (DR-4399)
2. **Location (city/county/state):** Gulf County, FL
3. **Public Agency (or Private Nonprofit Facility):** Gulf County, FL
4. **Public Agency Contact (name, telephone, email):** Warren Yaeger  
Email: wyeager@gulfcounty-fl.gov  
Phone: (850) 899-7337, Fax: N/A
5. **Start and end date of contract:** 10/18/18 – 5/30/19
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$31,944,305
8. **Quantity and type of debris removed (C&D or Vegetative):** 1,620,000 CY of vegetative and C&D debris, hazardous trees and limbs, and other ancillary services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. The geographic response area for AshBritt's contract within Gulf County, FL, covered 756 square miles. AshBritt's management team arrived prior to official activation at no additional expense to the County. Due to constraints on available lodging, AshBritt activated our temporary lodging plan. This included procuring sufficient temporary lodging facilities (mobile homes). For debris removal operations, AshBritt identified and designated 13 collection zones throughout the County. We provided emergency road clearance services at the beginning stage of the project. The 2,161,232 cubic yards of debris collected throughout Gulf County included vegetative and construction debris. AshBritt opened, developed, staffed, and operated 2 DMS locations throughout the affected area. We employed and managed over 130 debris hauling units and 6 tree crews, which removed 16,848 hazardous leaning trees and 9,139 hazardous hanging limbs. To date, AshBritt has hauled out 632,712 cubic yards of reduced debris from the DMS sites. AshBritt handled numerous special debris waste streams on this project, which included white goods and e-waste.

- *Qualifying Event: USACE – Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fires, 2017-2018*

1. **FEMA declaration name and number:** 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344)
2. **Location (city/county/state):** Napa County, Sonoma County, Mendocino County, Lake County, CA
3. **Public Agency (or Private Nonprofit Facility):** USACE – Sacramento District
4. **Public Agency Contact (name, telephone, email):** Ms. Leah Caldwell, Contracting Officer Section Chief, Construction Branch Contracting Division, US Army Corps of Engineers

Phone: (916) 557-7467

Email: leah.caldwell@usace.army.mil

**5. Start and end date of contract:** 11/13/17 – 6/28/2018

**6. Prime Contractor? (yes/no):** yes

**7. Dollar value of contract:** \$307,116,000

**8. Quantity and type of debris removed (C&D or Vegetative):** 770,000 tons of private property fire debris removal, ash/soil, metal, concrete, asbestos-containing material, air monitoring, and erosion control

**9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt's Northern California Wildfire debris removal project performed under the current Advanced Contracting Initiative (ACI) Regional Contract for Debris Management Services (RCDMS) South Pacific Division (SPD) is essentially the same scope and magnitude that exists in this solicitation's Performance Work Statement (PWS). AshBritt was tasked by USACE Sacramento District to conduct private property debris removal operations for fire-affected properties in Sonoma, Napa, Mendocino, and Lake County, CA. This work included performing an initial site reconnaissance and sign installation at damaged properties; generating an assessment report; conducting asbestos inspections; monitoring air quality; installing stormwater infrastructure protection; implementing an ADMS; removing, segregating and hauling soil, ash, metal, concrete, white goods, and vehicles to an approved TDSR, disposal or recycling facility; tribal and archaeological monitoring; soil and ash sampling and testing; installation of fencing; and generation of a final parcel completion report for over 2,400 properties. AshBritt removed 770,000 tons of debris from 16 sectors within the assigned areas. Over 1,700 hauling units were certified, and more than 300 pieces of loading equipment were utilized. At our peak, AshBritt had 115 debris removal crews working simultaneously and removed 25,000 tons of debris in one day. A debris recovery operations center was established for our mission operations team. Over 100 management, administrative, safety, and quality control personnel staffed the project. We were prohibited from utilizing any hotels in the impacted area. This triggered the activation of AshBritt's temporary lodging plan in response to this prohibition. AshBritt conducted and attended numerous planning and coordination meetings with federal, State, and local agencies including but not limited to the EPA, CalEPA, CalOES, tribal agencies, USACE, CalOSHA to ensure all compliance across all stakeholders and agencies.

• *Qualifying Event: Collier County, FL – Hurricane Irma, 2017-2018*

**1. FEMA declaration name and number:** 2017 Hurricane Irma (DR-4337)

**2. Location (city/county/state):** Collier County, FL

**3. Public Agency (or Private Nonprofit Facility):** Collier County, FL

**4. Public Agency Contact (name, telephone, email):** Dan Rodriguez – Solid Waste Management Department

Phone: (239) 252-8330

Email: Dan.Rodriguez@colliercountyfl.gov

**5. Start and end date of contract:** 9/22/17 – 6/28/2018

**6. Prime Contractor? (yes/no):** yes

**7. Dollar value of contract:** \$60,000,000

**8. Quantity and type of debris removed (C&D or Vegetative):** 3,600,000 CY of vegetative and C&D debris, hazardous trees and limbs, waterway debris, and other ancillary services

**9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to a Debris Management Site. Under AshBritt's contract with Collier County, Florida, we received three activations in response to Hurricane Irma: Collier County, the City of Naples, and the City of Marco Island. For the emergency push period, AshBritt mobilized and deployed 40-wheel loaders, 16 skid steers, 100 chainsaw men, 70 vacuum trucks, 300 chemical toilets, 125 generators, 2 special waste crews, and built 11,000 ft. of access roads to open 6 DMS locations

that we developed, staffed and operated throughout the affected areas. For debris removal operations, we identified and designated collection zones in each municipal jurisdiction. We employed and managed over 100 subcontractors, 235 debris hauling vehicles, and 50 tree crews, which removed 1,000 hazardous leaning trees and 25,000 hazardous hanging limbs. In addition, AshBritt handled numerous unique debris waste streams on this project. We conducted a waterway debris removal mission from over 40 canals throughout Collier County, FL, and collected 13,000 cubic yards of waterway debris. We utilized various types of shallow draft grapple barges to transport debris to an access point, where it was offloaded and transferred into grapple trucks and then hauled to a permitted DMS. A total of 3,600,000 cubic yards of vegetative debris was collected and reduced to a volume of 1,028,345 cubic yards for beneficial reuse.

- *Qualifying Event: Victoria City, TX – Hurricane Harvey, 2017*

1. **FEMA declaration name and number:** 2017 Hurricane Harvey (DR-4332)
2. **Location (city/county/state):** Victoria City, TX
3. **Public Agency (or Private Nonprofit Facility):** Victoria City, TX
4. **Public Agency Contact (name, telephone, email):** Darryl, Lesak, Director of Environmental Services  
Phone: (361) 485-3230  
Email: dlesak@victoriatx.org
5. **Start and end date of contract:** 08/26/2017-10/12/2017
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$5,743,700
8. **Quantity and type of debris removed (C&D or Vegetative):** 393,000 CY of vegetative and C&D debris, hazardous trees and limbs, and other ancillary services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained, and assigned subcontractors for all collection zones. We developed, staffed, and operated temporary debris staging and reduction sites. AshBritt conducted right of way vegetative debris collection, operated a DMS, conducted a reduction of vegetative debris through grinding and haul-out services. In addition, services included a leaner/hanger program and a hazardous stump mission. AshBritt conducted an emergency road clearance mission, provided generators and a multitude of other ancillary services. AshBritt conducted a road clearance mission that required the removal of thousands of cubic yards of corn that had washed into the main roadways due to flooding.

- *Qualifying Event: Fort Bend County, TX – Hurricane Harvey, 2017*

1. **FEMA declaration name and number:** 2017 Hurricane Harvey (DR-4332)
2. **Location (city/county/state):** Fort Bend County, TX
3. **Public Agency (or Private Nonprofit Facility):** Fort Bend County, TX
4. **Public Agency Contact (name, telephone, email):** Scott Wieghat  
Phone: (832) 473-2960  
Email: scott.wieghat@fortbendcountytexas.gov
5. **Start and end date of contract:** 08/28/2017-11/9/2017
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$7,146,000
8. **Quantity and type of debris removed (C&D or Vegetative):** 499,700 CY of vegetative debris, and other ancillary services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained, and assigned subcontractors for all collection zones. We developed, staffed, and operated temporary debris staging and reduction sites. AshBritt conducted right of way vegetative debris collection, operated

a Debris Management Site, conducted reduction of vegetative debris through grinding, and haul-out services. AshBritt completed an emergency road clearance mission, provided generators and a multitude of other ancillary services. AshBritt conducted a road clearance mission that required us to remove thousands of cubic yards of corn that had washed into the main roadways due to flooding. AshBritt also provided MRE's, shower, and restroom trailers for the County.

- *Qualifying Event: Chatham County, GA – Hurricane Matthew, 2016-2017*

1. **FEMA declaration name and number:** 2016 Hurricane Matthew (DR-4284)
2. **Location (city/county/state):** Chatham County, GA
3. **Public Agency (or Private Nonprofit Facility):** Chatham County, GA
4. **Public Agency Contact (name, telephone, email):** Marc Ginsberg - Debris Operations Project Manager  
Phone: (912) 652-6867  
Email: MBGinsbe@chathamcounty.org
5. **Start and end date of contract:** 10/18/2016 – 02/23/2017
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$23,023,910
8. **Quantity and type of debris removed (C&D or Vegetative):** 1,620,000 CY of vegetative debris, hazardous trees, limbs and stumps, and other ancillary services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. The geographic response area for AshBritt's contract with Chatham County, GA, covered 462 square miles. Our management team arrived before official activation at no additional expense to the County. 23 debris collection zones (or sectors) were identified and designated. Resource requirements were determined, immediately mobilized, and assigned to zones. The 1.6 million cubic yards of debris collected included vegetative and construction debris types. Three DMS's were identified, permitted, operated, and closed successfully. Vegetation debris brought to these sites was managed and reduced by grinding. Construction debris was hauled directly to a permitted landfill. Approximately 400,000 cubic yards of reduced debris was hauled to 3 final disposal locations. Two of the three disposal locations were compost facilities. Debris services also included a hazardous tree and limb removal program, and a hazardous stump mission, in which 1,175 hazardous trees, 21,795 hazardous limbs, and 113 hazardous stumps were removed and disposed of. An ADMS system was used on this project.

- *Qualifying Event: St. Johns County, FL – Hurricane Matthew, 2016-2017*

1. **FEMA declaration name and number:** 2016 Hurricane Matthew (DR-4284)
2. **Location (city/county/state):** St. Johns County, FL
3. **Public Agency (or Private Nonprofit Facility):** St. Johns County, FL
4. **Public Agency Contact (name, telephone, email):** Greg Caldwell  
Email: gcaldwell@sjcfl.us or gcaldwell@co.st-johns.fl.us  
Phone: (904) 209-0132
5. **Start and end date of contract:** 10/08/2016 – 01/5/2017
6. **Prime Contractor? (yes/no):** yes
7. **Dollar value of contract:** \$10,477,990
8. **Quantity and type of debris removed (C&D or Vegetative):** 700,000 CY of vegetative debris and beach debris removal services
9. **Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** AshBritt performed the collection of vegetative and construction debris from public streets, rights of way and hauled debris to temporary debris storage and reduction sites. AshBritt opened, developed, staffed, and operated 7 DMS locations throughout the affected area. The geographic

response area for AshBritt's contract within St. Johns County, FL covered 822 square miles. AshBritt's management team arrived before official activation at no additional expense to the County. For debris removal operations, AshBritt identified and designated collection zones throughout the County. The 715,282 cubic yards of debris collected throughout the County included vegetative and construction debris types. AshBritt hauled out 91,381 cubic yards of mulch. AshBritt also conducted a beach debris removal mission for the County.

- ***Qualifying Event: State of New Jersey – Hurricane Sandy, 2012-2013***

- 1. FEMA declaration name and number:** 2012 Hurricane Sandy (DR-4086)
- 2. Location (city/county/state):** State of New Jersey
- 3. Public Agency (or Private Nonprofit Facility):** State of New Jersey
- 4. Public Agency Contact (name, telephone, email):** Ernest Kuhlwein - Solid Waste Director  
Phone: (732) 506-5047  
Email: ekuhlwein@co.ocean.nj.us
- 5. Start and end date of contract:** 11/01/2012 – 03/30/2013
- 6. Prime Contractor? (yes/no):** yes
- 7. Dollar value of contract:** \$136,463,050
- 8. Quantity and type of debris removed (C&D or Vegetative):** 3,171,531 CY of vegetative and C&D debris, hazardous tree and limb removal, and other ancillary services
- 9. Automated Debris Management System (ADMS) used? (yes/no):** yes

**Details:** For our contract with the State of New Jersey, we were activated by the State and 53 municipalities covering 1,800 square miles of contracted geographic area. AshBritt identified and designated collection zones in each jurisdiction. We sourced, retained, and assigned subcontractors for all collection zones. We developed, staffed, and operated 42 DMS's throughout the affected areas. We employed and managed 94 subcontractors, 70 of which were located in NJ. We hauled over 3,000,000 cubic yards of debris, 64,891 loads of debris, using 1,755 certified operational vehicles.

AshBritt deployed 36 tree crews, and the event generated special debris waste streams. Utilizing our household hazardous waste (HHW) crews, we removed and disposed of 2,900 drums (55gal) of HHW. AshBritt removed, managed, and disposed of 60 tons of e-waste, 20,000 white goods - 5,000 contained Freon. All debris was delivered to local recycling centers. AshBritt utilized multiple sand screening machines to process 200,000 cubic yards of sand that washed from the beaches into the public streets. AshBritt conducted a waterway debris mission in southern New Jersey for Ocean, Burlington, Atlantic, Cumberland, and Salem counties. AshBritt surveyed the waterways utilizing side-scan sonar and bathymetric machines. This mission also included debris removal and disposal, dredging, sunken vehicle, and vessel removal, and vehicle and vessel aggregation area operation. AshBritt established and operated a vessel aggregation area for 42 sunken or submerged vessels in New Jersey while simultaneously towing 3,503 vehicles out of New York City and processing them in vehicle aggregation sites.

- ***Capability to Manage Complex Projects***

AshBritt has experience in successfully managing complex projects throughout the U.S. across multiple states since our inception. Below is a clear representation of our proven capability and experience.

- 11 Jurisdictions in response to Hurricane Michael in 2018 (13,700,000 cubic yards)
- 4 Jurisdictions in response to USACE Tubbs, Nuns, Pocket, Atlas, Redwood Valley, and Sulphur Fire in 2017 (1,250,000 cubic yards/770,000 Tons)
- 67 Jurisdictions in response to Hurricane Irma in 2017 (10,700,000 cubic yards)
- 13 Jurisdictions in response to Hurricane Harvey in 2017 (1,700,000 cubic yards)
- 24 Jurisdictions in response to Hurricane Matthew in 2016 (5,700,000 cubic yards)
- 60 Jurisdictions in response to Hurricane Sandy in 2012 (3,500,000 cubic yards)

- 32 Jurisdictions in response to the MA Severe Storm and Snowstorm in 2011 (1,700,000 cubic yards)
- 17 Jurisdictions in response to CT Severe Storm and Snowstorm in 2011 (1,800,000 cubic yards)
- 24 Jurisdictions in response to Hurricane Wilma in 2005 – (4,800,000 cubic yards)
- 27 Jurisdictions in response to Hurricane Katrina in 2005 – 2006 (21,500,000 cubic yards)
- 8 Jurisdictions in response to Hurricane Charley, Frances, Jeanne – 2004 (4,800,000 cubic yards)

AshBritt's capacity to manage complex projects in the event of a regional or statewide disaster for debris removal, management, and disposal services is evidenced above. Through our strict reporting and documentation guidelines and experience in conducting regional and statewide operations, AshBritt has gained the necessary capabilities and expertise to handle complex projects.

Our team is prepared to manage complex projects simultaneously and at dispersed locations. Our many years of experience and successful performance in emergency response activities demonstrate AshBritt's effective integration and application of actual cost, schedule, and performance control standards. We understand it is imperative to oversee and integrate schedule and cost factors to complete all tasks. The procedures we have successfully utilized in the past are applied to this effort.

We understand that overseeing a geographically dispersed portfolio of sites can create some unusual challenges. These challenges include communications, maintaining accurate information about facility requirements across the portfolio, and promoting consistent standards for evaluating needs. Keeping accurate, up-to-date information about the conditions of all sites is critical. We collect and archive all necessary information in a central database. For each location, we further breakout the level of data gathered according to its mission importance and condition. We capture information such as location, use, facilities, and site size at the most fundamental level. At the sites, data analysis will improve the operational and financial management of the overall program. AshBritt will review existing alternate sites for debris management use during this contract.

Use of best professional judgment is necessary to determine the ultimate disposition of collected material. We consider the number, type of sites, and transportation access that may be required. If more than one entity plans to use the site, the *wastes cannot be commingled and have to be delineated and separate from each other*. We suggest that each responsible party has a debris plan outlining how the debris should be handled and if it should be segregated curbside or at the DMS.

***As shown above, AshBritt has the unique and rare knowledge and experience of managing multiple contracts and projects in various jurisdictions across the United States.*** These statistics show that AshBritt is able to meet and exceed the production rates identified in this solicitation.

*From logistical management to subcontractor management and all other facets of debris management, AshBritt has proven that it is the leader in managing multiple large events throughout various United States regions.*

■ 5 Reference Letters



JOHN J. TECKLENBURG  
Mayor

*City of Charleston*  
*South Carolina*  
*Department of Public Service*

THOMAS F. O'BRIEN  
Director of Public Service

Ashbritt, Inc.  
Attn: Mr. Matt Gierden, Vice President  
565 East Hillsboro Blvd  
Deerfield Beach, FL

1/13/2020

Subject: Debris Removal – Hurricane Dorian

The City of Charleston would like to take a moment to thank and extend our appreciation to the entire Ashbritt staff who assisted in the City's debris removal following hurricane Dorian.

On September 5<sup>th</sup> 2019 Hurricane Dorian impacted the City of Charleston and left a significant amount of debris in its wake. Due to the amount of debris left behind from Dorian the City of Charleston decided to participate in Charleston County's debris removal contract. On September 6<sup>th</sup> Matt Gierden of Ashbritt Environmental was already in contact with city officials and had begun the staging of debris removal equipment while the city began the process of debris removal and started hauling debris to our storage site at Sumar St.

Matt Gierden, Dilla Camacho and Geno Hernandez did an amazing job during the recovery process. Mr. Gierden and Mrs. Camacho attended our morning meetings every day answering any questions we had and addressing any concerns that may have come up from the previous day. Mr. Gierden and Mrs. Camacho were in constant contact with the City of Charleston throughout each day to ensure the process moved along seamlessly.

The City of Charleston has worked with Ashbritt on previous events and this was by far the best partnership we have experienced. The communication and commitment to ensure debris removal was completed as fast as possible so that our city could get back to normal was outstanding.

Should the City of Charleston need assistance in the future we would seek out the help of Ashbritt. The City of Charleston also would like to thank Ashbritt Environmental, Mr. Gierden and all of the other employees who assisted the city during our time of need. Thank you for your dedication, commitment and excellent customer service you provided during this event.

Michael Metzler  
Interim Director, Public Service  
City of Charleston

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2 George Street, Suite 2100, Charleston, SC 29401-3506 · Phone (843) 724-3754 · fax (843) 973-7261

February 28, 2018

Ash Britt  
Matt Gierden  
Regional Manager  
565 E. Eillsboro Blvd  
Deerfield Beach, FL 33441



Dear Manager Gierden:

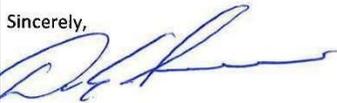
I would like to take a moment to thank you and all your employees for going above and beyond your duties during hurricane Irma. Now that Collier County is under "blue skies" and things are slowly returning to normal, my staff, I and the citizens of Collier County graciously appreciate your generous support and assistance before, during and after hurricane Irma.

As the Director of Emergency Management, it is such a great feeling to know how resilient our community really is, and how everyone came out to support one another, especially during the trying times that presented during this devastating storm.

The generosity and support that you and your organization provided is greatly appreciated. It is businesses such as yours that have made Collier County a strong community that recovered quickly from this devastating storm. Collier County is a great place to live, work, and play, and through your hard work and support you have been a part of that effort.

Again, on behalf of my staff, I and the citizens of Collier County, thank you for your generosity of time, assistance and continued support.

Sincerely,



Dan E. Summers, CEM, FPEM  
Director  
Collier County Emergency Services

**Office of the County Manager**  
840 West 11<sup>th</sup> Street  
Panama City, Florida 32401  
Telephone: (850) 248-8145

November 19, 2019

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

Re: Hurricane Michael Debris Removal

Bay County would like to thank you and your staff for the exceptional job in assisting with the debris removal and cleanup efforts from Hurricane Michael.

Hurricane Michael devastated Bay County and the surrounding areas and has been determined to be the largest local led debris removal operation in history. Your team came onboard immediately following the storm and expedited the setup and operations to remove debris from our roadways to allow for immediate cleanup efforts.

We would like to personally thank Matt Gierden and Bob Hewett for their assistance and sincerely appreciate their support. Matt was instrumental in the setup of operations to begin the debris removal process in our County. Additionally, Bob Hewett, as Project Manager, provided seamless onsite day-to-day management of the debris removal. Bob worked very well with staff and citizens addressing hundreds of calls and requests for debris removal assistance. Their efforts were professional and well organized.

We would like to commend Matt Gierden, Bob Hewett and the Ashbritt Team for their assistance and continued efforts throughout the disaster recovery process. Should Bay County need debris removal support in the future, we would gladly pursue Ashbritt's assistance.

Sincerely,



Joel Schubert  
Assistant County Manager

March 30, 2017

Mr. John Noble  
AshBritt Inc.  
565 E. Hillsboro Boulevard  
Deerfield Beach, FL 33441

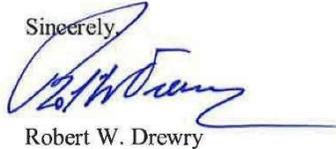
Dear Mr.Noble,

On October 11, 2016 Chatham County issued your Notice to Proceed to remove debris as a result of Hurricane Matthew. Your company deployed resources immediately and when all was said and done, AshBritt collected and processed more than 1.6M cubic yards of vegetative debris over a 130 day period. The volume of debris from this storm far exceeded our expectations.

Chatham County was extremely pleased with the response from AshBritt. Project Manager Dow Knight was always professional, thorough, organized and responsive. As you know, demands and expectations from the public are high during difficult situations. Under immense pressure AshBritt remained respectful and steadfast from beginning to end.

On behalf of Chatham County, I thank you for the work AshBritt performed for our citizenry and I appreciate the significant amount of work it took to complete this project.

Sincerely,



Robert W. Drewry

**January 13, 2017**

RE: Recommendation – AshBritt Environmental, Inc.

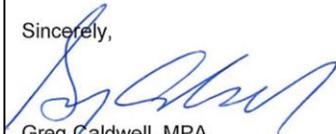
AshBritt Environmental, Inc.  
565 East Hillsboro Blvd. Deerfield Beach, FL 33441  
Re: Hurricane Matthew 2016 - 2017

I would be remiss if we did not take the time to commend your company and express how grateful and appreciative we are of the amazing operation your company ran here during Hurricane Matthew from October 2016 – January 2017

Ash Britt provided outstanding service during a time of urgency for our county after it was impacted by Hurricane Matthew. AshBritt Environmental worked quickly and efficiently to remove debris on the Right of Way, as well as worked diligently and carefully during a beach clean-up mission from the storm. AshBritt Environmental helped St. Johns County provide the most efficient and expeditious debris removal services to its residents.

Your assistance in our time of need meant a great deal not only to our Department but to our community as well. The clean-up efforts were overwhelming yet the competency, structure and organizational skills displayed by Ash Britt were excellent and helped our county return to its normal state as quickly as possible.

Sincerely,



Greg Caldwell, MPA  
St. Johns County Public Works Department  
Assistant Public Works Director

## ***Tab 2. Management Team***

### **■ *Project Manager***

- 1. Team Member Name:** Rob Ray
- 2. Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Project Manager
- 3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2019 Hurricane Dorian (DR-4468) – Charleston County, SC
  - 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) – USACE- CA
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
- 4. Number of years of experience in debris removal operations:** 17
- 5. Number of years employed by proposer:** 17
- 6. Currently employed by proposer? Yes/No:** Yes

### **■ *Operations Manager***

- 1. Team Member Name:** Dow Knight
- 2. Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Operations Manager
- 3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) – USACE- CA
  - 2016 Hurricane Matthew (DR-4284) – Chatham County, GA
  - 2012 Hurricane Sandy (DR-4086) – State of New Jersey
- 4. Number of years of experience in debris removal operations:** 17
- 5. Number of years employed by proposer:** 17
- 6. Currently employed by proposer? Yes/No:** Yes

### **■ *Quality Control Manager***

- 1. Team Member Name:** Matt Gierden
- 2. Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Quality Control Manager
- 3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Bay County, FL
  - 2017 Hurricane Irma (DR-4337) – Collier County, FL
  - 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) – USACE- CA
- 4. Number of years of experience in debris removal operations:** 17
- 5. Number of years employed by proposer:** 17
- 6. Currently employed by proposer? Yes/No:** Yes

### **■ *Safety and Health Manager***

- 1. Team Member Name:** Mark Perez
- 2. Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Safety and Health Manager
- 3. Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Bay County, FL
  - 2017 Hurricane Irma (DR-4337) – Collier County, FL
  - 2016 Hurricane Matthew (DR-4284) – Chatham County, GA
- 4. Number of years of experience in debris removal operations:** 22
- 5. Number of years employed by proposer:** 9
- 6. Currently employed by proposer? Yes/No:** Yes

■ ***Alternate Project Manager***

1. **Team Member Name:** Danny D'Emidio
2. **Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Alternate Project Manager
3. **Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Gulf County, FL
  - 2012 Hurricane Sandy (DR-4086) – State of New Jersey
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
4. **Number of years of experience in debris removal operations:** 28
5. **Number of years employed by proposer:** 28
6. **Currently employed by proposer? Yes/No:** Yes

■ ***Alternate Operations Manager***

1. **Team Member Name:** Richie Bensch
2. **Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Alternate Operations Manager
3. **Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
  - 2016 Hurricane Matthew (DR-4284) – St. Johns County, FL
  - 2012 Hurricane Sandy (DR-4086) – State of New Jersey
4. **Number of years of experience in debris removal operations:** 26
5. **Number of years employed by proposer:** 24
6. **Currently employed by proposer? Yes/No:** Yes

■ ***Alternate Quality Control Manager***

1. **Team Member Name:** Jason Santiago
2. **Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Alternate Quality Control Manager
3. **Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Gulf County, FL
  - 2017 Hurricane Irma (DR-4337) – Collier County, FL
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
4. **Number of years of experience in debris removal operations:** 17
5. **Number of years employed by proposer:** 14
6. **Currently employed by proposer? Yes/No:** Yes

■ ***Alternate Safety and Health Manager***

1. **Team Member Name:** Jason Haynie
2. **Team Member Position (i.e. "Primary Project Manager" or "Alternate Project Manager" ):**  
Alternate Safety and Health Manager
3. **Qualifying Events (FEMA Name & Number - up to 3 events depending on position):**
  - 2018 Hurricane Michael (DR-4399) – Bay County, FL
  - 2017 Hurricane Harvey (DR-4332) – Victoria City, TX
  - 2017 Tubbs, Nuns, Pocket, Sulphur, Redwood Valley, and Atlas Fire (DR-4344) – USACE- CA
4. **Number of years of experience in debris removal operations:** 23
5. **Number of years employed by proposer:** 14
6. **Currently employed by proposer? Yes/No:** Yes

### Tab 3. Resources

#### ■ A. Supplemental Personnel

AshBritt's core team members have worked together for over 17 years. The following chart indicates the years each individual has worked in the Disaster Debris Management Industry. *The project lead is denoted by a (\*) by their name. Key support personnel is denoted by a (\*\*) by their name. Those with over 12 years of AshBritt experience are highlighted in yellow:*

Key Personnel	Position	General Work Experience	Disaster Debris Management Experience
Brittany Perkins	Chief Executive Officer	13	13
Randal Perkins	Senior Operations Advisor	33	26
John Noble	Chief Operations Officer	30	26
Matt Gierden**	Quality Control Manager	20	17
Jason Santiago**	Alternate Quality Control Manager	17	17
Dow Knight**	Operations Manager	29	17
Richie Bensch**	Alternate Operations Manager	26	24
Rob Ray*	Project Manager	29	17
Danny D'Emidio**	Alternate Project Manager	27	23
Mark Perez**	Safety and Health Manager	37	9
Jason Haynie**	Alternate Safety and Health Manager	23	14
Jim Loomis**	FEMA Technical Assistance	38	26
Christopher Holsinger**	Technical Assistance Manager	7	6
Bill Johnson**	Director of DMS Operations	40	30
Christine D'Emidio**	Controller	15	15
Holly Raschein**	Director of Government Relations	20	12
Jason Fawcett**	Operations Supervisor	29	19
Gerardo Castillo	Quality Control Supervisor	20	3
Dilia Camacho**	Quality Control Representative	24	5
<b>Additional Personnel to be Utilized if Scope of Work Expands</b>			
Danny Sides	Operations Manager	32	12
David Poe	Environmental Compliance Manager	30	28
Steven Ackroyd	Environmental Health & Safety Manager	41	4
Wayne Deese	Environmental Health & Safety Manager	26	2
Jeff Spoerl	Environmental Health & Safety Manager	23	19
Barry Scanlon	FEMA Technical Consultant	33	27
Mark Merritt	FEMA Technical Consultant	30	26
Tom Credle	FEMA Technical Consultant	46	37
Michael Wyrick	Operations Supervisor	21	8
Phil Foreman	Operations Supervisor	36	36
Fred Neris	Operations Supervisor	19	16
James Sellers	Operations Supervisor	14	7
James Buddy Lofton	Operations Supervisor	43	43
John Noble, Sr.	Operations Supervisor	33	14
James Rolette	Operations Supervisor	33	6
Mike Noble	Operations Supervisor	20	12
Bob Hewett	Operations Supervisor	18	13
Andy Rudd, Jr.	Operations Supervisor	11	8
Roosevelt Grey	Operations Supervisor	8	4

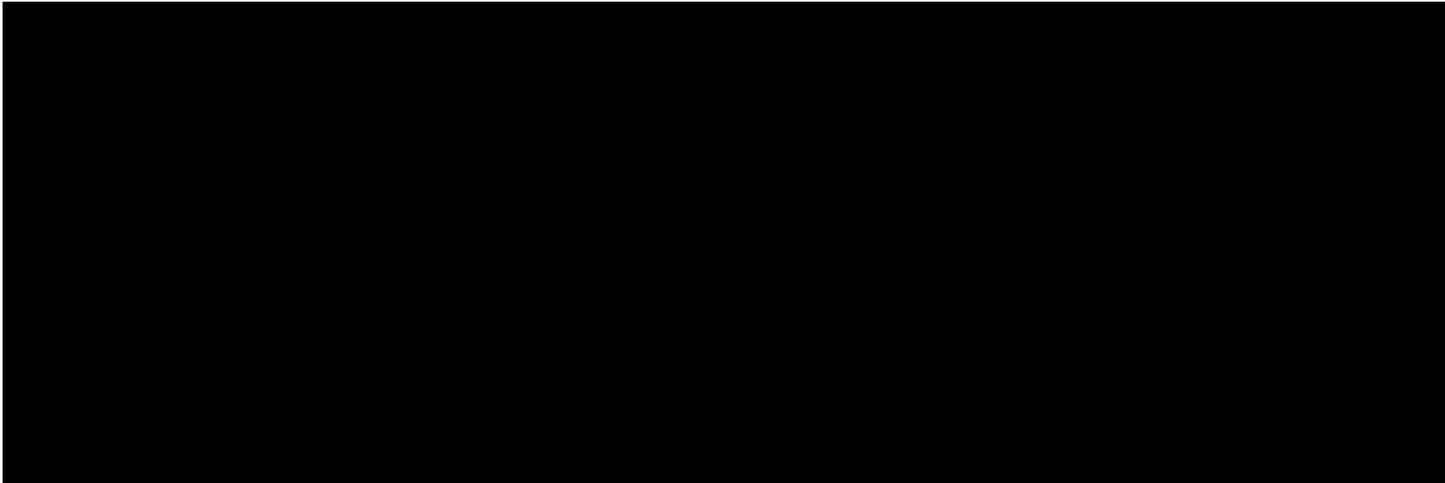
Key Personnel	Position	General Work Experience	Disaster Debris Management Experience
Wayne Smith	Operations Supervisor	14	14
Jacob Haynie	Operations Supervisor	5	2
Eric Davis	Operations Supervisor	25	15
Sean Robinett	Operations Supervisor	4	4

**■ B. Equipment List**

Equipment Description	Contracted to AshBritt	AshBritt Leased	Total Available
Truck, Pickup	75	25	100
Dump Trucks (10-50 Yd <sup>3</sup> )	175	0	175
Tractor/Trailer, Dump (20-70 Yd <sup>3</sup> )	100	0	100
Loader, Knuckleboom (Barko 160A)	45	0	45
Self-Loading Grapple Truck (30-60 Yd <sup>3</sup> )	225	0	225
Loader, Front End (7-12 Yd <sup>3</sup> )	40	5	45
Loader, Mini (Bobcat, Cat, Various)	30	4	34
Truck, Chipper (30 Yd <sup>3</sup> )	9	0	9
Chipper (18" Rotary Disc)	12	0	12
Excavators (Cat 320, 325, 330)	28	5	33
Loaders, Rubber Tire (Multi-terrain)	25	2	27
Loader, Tracked (3-6yd <sup>3</sup> )	12	2	14
Grader, Motor (12-14' Base Width)	2	0	2
Truck, Water	11	4	15
Dozer (6-31 Yd <sup>3</sup> Blade Capacity)	7	5	12
Air Curtain Burner (McPherson)	8	0	8
Tub Grinder (Morbark/Diamond Z)	12	0	12
Tractor/Trailer (Live Floor, 90-130 Yd <sup>3</sup> )	150	0	150

*Note: The above chart indicates the equipment immediately available to AshBritt either through direct ownership-lease or through the resources of subcontractors that are contractually committed to AshBritt. AshBritt does not anticipate a shortage of certified safe, appropriate loading and hauling equipment, as well as other support equipment and assets for any response needed.*

**■ C. Financial Capability & Resources**





#### ■ *D. Use of Small and Minority Businesses*

During our Annual Planning and Training with the County, AshBritt will identify, screen, and engage disadvantaged local subcontractors at our sponsored workshops/job fairs. AshBritt has numerous subcontractors registered in the State of Oregon. Having recent experience in Oregon allows AshBritt to establish and strengthen relationships with various local subcontractors that can be utilized at a moment's notice. AshBritt feels as though we are uniquely positioned to respond to the County. AshBritt has always exceeded our contractually obligated goal of local disadvantaged business including but not limited to: Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VOSB) participation and will maintain this practice if we are awarded the debris removal contract for the County.

- *"Small" Business Goal Achievement*

*AshBritt subcontracted over 65% of the subcontractor work to small businesses in New Jersey, exceeding our Small Business proposal goal of 40% during the Hurricane Sandy relief efforts.*

For our 2017/18 California Fire Debris recovery mission, AshBritt's contractually obligated goal for hiring small business concerns, which included HUB Zone SB, SDB, MBE, WOSB, HBCU/MI, and VOSB (including Service-Disabled VOSB) was 75 percent. AshBritt surpassed that goal achieving 97.2 percent small business subcontractor utilization. Throughout our history, AshBritt has had great success in employing HUB/SBE/MBE/WBE and DBE businesses on our past disaster debris management contracts, often exceeding 50 to 60 percent local participation. We have always strived to exceed any expectations for our past clients.

For our Hurricane Katrina recovery mission, AshBritt's contractually obligated goal for hiring small business concerns, which included HUB Zone SB, SDB, MBE, WOSB, HBCU/MI, and VOSB (including Service-Disabled VOSB) was 60 percent. AshBritt surpassed that goal of 60 percent small business subcontractor utilization mark. Throughout our history, AshBritt has had great success in employing HUB/SBE/MBE/WBE and DBE businesses on our past disaster debris management contracts, often exceeding 50 to 60 percent local participation.

*AshBritt was once a small business, and we recognize the importance of utilizing disadvantaged businesses including but not limited to, Small Business Enterprises (SBE), Historically Underutilized Businesses (HUB), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VBE) to the fullest extent possible in accordance with 2 CFR 200.*

Our selection process is broken down into three generic steps: 1) Identification, 2) Qualification, and 3) Deployment. They are as follows:

- **Identification:** The identification of subcontractors is ideally conducted as part of the pre-planning process prior to the event response. Given the unpredictability of disasters, identification of subcontractors, especially those within the County and surrounding affected areas, occurs just after events and often throughout the recovery. In addition to utilizing the pre-identified subcontractors, we use various public and private sources that can garner additional useful and qualified subcontractors. We work toward cataloging all identified firms into our subcontractor database. Our Subcontractor Management System is a customized web-based computer application that allows for efficient information storage, retrieval, and subsequent ongoing identification of subcontractors from the affected region. A robust and sophisticated set

of filtering parameters allows for the efficient culling of relevant data, making our selection process one of the most thorough and rapid screening processes in the industry.

- **Qualification:** Qualification and vetting of viable subcontractors are accomplished through an operational, financial, and administrative review, which includes, but is not limited to, the following:
  1. An initial interview—via phone or in-person
  2. A review of equipment and resource list, work history, special qualifications, and capabilities
  3. A review of applicable Dunn and Bradstreet Reports
  4. An on-site inspection of facilities and equipment, as applicable
  5. An insurance review to ensure current or future contract compliance
  6. A review of the Excluded Party List System (EPLS) now identified as System for Award Management (SAM): [www.sam.gov](http://www.sam.gov) as directed by FEMA Recovery Policy (RP) P9580.212 Public Assistance Grant Contracting FAQ
- **Deployment:** Deployment of subcontractors on an AshBritt mission will take place only after careful consideration, evaluation, and selection by an AshBritt authorized representative.



Ultimately, the selection process culminates with the execution of a Subcontract Agreement, either pre-event or post-event. This vetting process is based on the information obtained during the second phase of the hiring process. AshBritt will review in detail the scope of work each local contractor may be asked to perform within the terms of their contract. They will be briefed on all aspects of the operation, including safety rules and regulations and required toolbox discussions. They will attend weekly safety meetings, learn to use the tracking system, invoicing procedures, and all facets of AshBritt's response procedures. They will be provided the opportunity to review and ask questions about their Subcontract Agreement (Contract). One aspect of our subcontracting program that sets us apart from many contractors is our method of payment. Often, industry subcontracts are "pay-when-paid" contracts, meaning they only pay their subcontractors when the client pays them. We do not subscribe to this method of subcontractor payment. We know that keeping subcontractors active is key to success, and the best way to do this is to ensure they are paid regularly and on time. We pay our subcontractors regularly regardless of payment by our client. By doing this, we can ensure that our subcontractors will be satisfied, fluid and will be motivated to work with us. This framework has worked in the past, and we are committed to employing this method in this program.

## Tab 4. Project Approach

### ■ Method for Carrying out Debris Removal Operations

**Activation** is in response to an unknown disaster event or a request for immediate assistance. In this case, AshBritt will utilize this approach for the no-notice catastrophic earthquake event impacting Clackamas County. AshBritt has been issued a task order by the County to mobilize and is thereby at full operational status. At the Tier Three activation, the following actions are taken:

- Initiate Tier Three telephone contact and email cascade down the chain of command, issuing activation notifications to all AshBritt Disaster Response Team(s) members, personnel reservists, technical compliance personnel, subcontractors, and resource and supply chain vendors.
- All Tier One and Two activities not referenced below, as applicable, are compressed and accelerated to affect the most rapid and effective response.
  1. Monitor the following for mobilization plans
  2. Local law enforcement (affected area) for route information and road closures
- Pre-Planning Team deploys to meet with the County's response team at the designated location.
- Expedited travel (corporate and chartered aircraft, mobile command centers, and ground transportation) is activated. AshBritt Disaster Response Team(s) deploy to the scene by whatever reasonable and safe means of transportation are currently available.
- Prepare, present, and recommend as requested for the development of the Debris Recovery Resource Plan.
- National and regional subcontractors, crews, equipment, supplies, materials, and personnel dispatched as indicated by the approved Debris Recovery Resource Plan. Staging areas and rally points established with instructions disseminated to all deployed parties on where to report and to whom to report to.
- Local temporary lodging contracts activated if possible and where applicable. Local temporary lodging contingency plans (i.e., man camps or established shelters) are activated as necessary. The supply chain for all emergency response goods and services is activated and administered.
- Local subcontractor first-responder partners activated; promotional and public information campaign for the recruitment of subcontractors and recovery assistance personnel commenced.
- AshBritt prepositions emergency road clearance crews for potential tasking. The objective of the clearance operations is to remove debris and obstructions from primary roadways to allow for emergency vehicular traffic. Debris is cut to a manageable size and stacked on the right of way for subsequent collection.

### ■ Specific Operational Plan for Clackamas County, OR

AshBritt has identified and broken down the resources that will be needed to properly respond to this catastrophic earthquake event generating 1,000,000 cubic yards of debris.

Earthquake Event	Qty (CY) /a	Req TDSR Sites	Estimated Days to Complete Assignment	Req CY (Per day)	Req Loads (Per day)	Loads (per day/per trl)	Avg. Trucks (Per day)
Clackamas County, OR	1,000,000.00	2	60	16,667	463	9	51

- *Sectoring*

AshBritt will begin by creating two sectors. The first sector/zone will be east of the Willamette River. Given that 800,000 cubic yards of debris is located east of the river, we will dedicate 41 trucks (80%) of our equipment to this sector/zone.

The second sector/zone will be west of the Willamette River, where the remaining 200,000 cubic yards of debris is. Before deploying equipment to each zone, we will complete a windshield survey to identify any logistical challenges or areas that require specialized equipment. During this survey, we have access to drones, helicopters, off-road vehicles, and other similar equipment to ensure we are able to get a thorough assessment of the areas. AshBritt will have a dedicated Sector Manager for the West Zone and two for the East Zone. The manager will have the authority to coordinate and position crews in each zone that makes up their respective sectors. As discussed below, crews will be assigned to a specific zone within a sector. We will take sectors/zones and divide them into sub-zones using a grid system that incorporates municipalities, neighborhoods, major thoroughfares, waterways, and other natural boundaries within the task area. By doing this, AshBritt can further refine the type and size of equipment necessary in each zone. Multiple Crew compositions will be utilized dependent on the needs and location of each zone:

- Grapple truck (1)
- Grapple truck (1), skid steer loader (1)
- Knuckle boom loader (1), dump trucks (3-5) \*
- Front End Loader (1), end dumps (3-5) \*
- Excavator (1), end dumps (3-5) \*

Although all Willamette River bridges are impassable, it is stated in the scenario that one temporary debris storage and reduction site is available at the Barton Stockpile. AshBritt has identified and utilized private sites for temporary debris storage and reduction sites when other public use areas were limited. We can contact local property owners and assist with the permitting process to find additional viable sites in areas where efficiency would be maximized.

AshBritt's trucks will be utilizing the 105, Delta Highway, Franklin Blvd., among other major roads, to transport debris from each sector to the debris sties. Our USACE fire debris removal project in northern California required haul distances where some round-trip times only allowed 1-2 trips per day. AshBritt maximized our ability to transfer material by increasing the number of trucks and utilizing the larger capacity hauling trucks in order to maximize our efficiency. We will utilize the same methods for this project. Once a crew is assigned an east or west sector, they will be assigned a subzone and the respective temporary debris storage and reduction site on the same side of the river.

As the recovery effort progresses, Sector Managers will review and track the daily progress of work to ensure the developed geographic management plan is being followed. They will be proficient in making immediate adjustments in the field to prevent any delays or increase productivity. Our tracking systems have the ability to generate template crew reports that can be referenced to ensure production requirements are being met or if modifications need to be made. With this information, they will be able to make adjustments for the following days' work and develop more long-term work plans.

Sector Managers will be engaged with the County daily to discuss successes and improvement opportunities of operations within each sector. It is essential that communications occur at this operational level, especially when finalizing areas for closeout, which is the final duty of the Sector Manager. A Right Of Way Closeout Plan will be developed based on joint surveys conducted by Sector Managers and the County and may include any number of various authorities.

If AshBritt needs to move debris from the East Sector across the river to the West Sector we can employ barges to transfer debris across the river. This will require a staging area outside of a wetland or



environmentally sensitive area. The trucks will stage debris to be loaded onto the barge, and then the barge will bring the debris across the river. A grapple device will be utilized to unload the debris and reload the debris back onto another truck to be transported to the appropriate TDSRS or final disposal location.

• **Response Plan Timeline**

The Exhibit below functions as a template for response planning for a catastrophic earthquake in Clackamas County, OR. This template highlights all the pertinent data required for initial debris management service mobilization and complies with the requirements of the solicitation.

Pre/Post-Event Countdown		Example Clackamas County Response Plan	Responsible Party
Days	Hours		
<b>Catastrophic Earthquake Impact</b>			
0	1	Notify potential regional and national First Responders (i.e., local standby subcontractors) for activation and deployment	Project Manager (PM), Operations Manager (OM)
0	1	Continue contact with County Debris Manager. Discuss response plan details and confirm initial expectations and responsibilities. Confirm regional and local "rally points" for inbound crews, vehicles, and equipment for East Sector and West Sector.	PM, OM, County Debris Manager (CDM)
0	1	Organize regional and national first-responder teams. Instruct teams to prepare for immediate deployment.	PM, OM
0	4	Arrange for local post-event crew lodging or activate temporary man camp/housing provider. Activate local service and supply accounts.	OM
0	12	Establish "hold points" from the project target point, out of the earthquake impacted area, where personnel and equipment can be staged and brought in a safe manner. Follow established plans or improvise via plans depending on projections.	PM
0	12	Inventory and distribute as needed communication resources: Sat phones, PDAs, cell phones, laptops, GPS units, cameras, safety supplies, badges, ADMS modules, and other individual support equipment. Final check and ready response trailers supplies and materials. Inform first responders of initial resource expectations.	PM, OM, Quality Control Manager (QCM), Env. Health & Safety Manager (SM)
0	16	Inspect and prepare internal equipment, materials, and supplies for transport. Ready prefabricated TDSRS inspection towers for transport. Ready all other anticipated support resources.	CDM, QCM, PM, Support Staff (SS)
1	0	Operations Manager and Project Manager arrive at designated EOC or other location to coordinate and plan with the County.	PM, OM
1	0	Deploy regional and national first-responder crews, personnel and equipment to the pre-identified "hold point(s)."	PM, OM,
1	6	Place "on hold" orders for office trailers, generators, scissor lifts, scaffolding, light towers, tents, and other projected support equipment/material needs.	PM, OM, SM
1	12	Assist local forces with preliminary damage assessment to determine quantity and composition of recovery resources needed (windshield and flyover, as necessary).	PM, OM, CDM
1	12	Assess damage to pre-identified DMS. Confirm DMS selection and post-storm viability.	OM, SM
1	16	Submit/Approve site plans for development of DMS sites. Submit Quality Control (QC) plans, and Management/Ops plans. Daily QC reporting commences.	OM, CDM

Pre/Post-Event Countdown		Example Clackamas County Response Plan	Responsible Party
Days	Hours		
1	20	Begin baseline testing and development of DMS sites. Open for debris delivery as soon as possible.	SM
2	0	Start to establish a local geographical area management plan, including primary routes, collection zones for crew assignment, DMS locations, dissemination of maps and/or GPS equipment to ensure maximum productivity and safety.	PM, OM, SM
2	12	Maintain contact with Clackamas County Debris Manager and EOC. Receive available updates. Discuss preliminary damage reports.	PM, OM
3	0	Deploy crews, personnel and equipment from "hold point(s)" to pre-determined "rally point(s)" within the affected region/area.	PM, OM
3	0	Receive from the County a list of immediate emergency response and life support needs (tasks) to be supplied (ice, water, power generation, other), as applicable.	CDM, PM, OM
4	0	Debris monitoring company is on-scene and ready to register vehicles in Event + 4 days.	OM, PM, Monitoring Rep
4	0	Begin equipment certification at the rally point(s) to include load volume certification, safety inspection, and compliance, truck numbering, insurance certification, and digital photos of all trucks and equipment.	OM, SM, QCM
4	6	Deploy emergency road clearance crews as directed and tasked by the County. Continuation of certifying recovery crews and sector deployment planning.	PM, OM, County Planning Team
4	10	Collection crew meeting. Set debris collection parameters for the project, truck routes, DMS status, reporting structure, quality control standards, safety concerns, and chain of command.	PM, SM, QCM
4	12	Assign collection crews to areas/zones; ready QC field monitors. Coordination with County personnel. Begin wide-scale debris collection. Have all "documentation systems" primed and in place.	PM, OM, SM, QCM, et al.
4	12	Deployment of wide-scale (debris field monitors), and the QA tower monitors (as additional sites are opened).	CDM
4	12	Deploy Quality Control personnel. Commence quality assurance and compliance program to identify, track, and correct deficiencies. Interface with County Quality Assurance Monitors. Commence and ramp-up wide-scale QC and Safety reporting and distribution.	QCM, CDM
5	0	Push continued; ROW collection ramp-up with emphasis on assessment priorities; DMS operations fine-tuned.	OM, DMS Manager
6	0	Priority emergency road clearance completed; Full mobilization of resources; Continue ROW collection efforts; Begin Hazardous Tree and Stump assessment/removal.	PM, OM, CDM
8	0	Continue assessment, planning, and progress; add additional resources as necessary.	OM, PM, CDM

▪ *Subcontractor Management*

During our Annual Planning and Training with the County, AshBritt will identify, screen, and engage disadvantaged local subcontractors at our sponsored workshops/job fairs. AshBritt has already reached out to multiple subcontractors located within the County in addition to our hundreds of subcontractors registered in the State of Oregon. Having operations starting in Oregon allows AshBritt to establish and strengthen relationships with various local subcontractors that can be utilized at a moment's notice. Given our experience, and extensive history providing these services in the State of Oregon and the U.S., AshBritt feels as though we are uniquely positioned to respond to the County. AshBritt has always

exceeded our contractually obligated goal of local disadvantaged business, including but not limited to: Small Business Enterprises (SBE), Disadvantaged Business Enterprises (DBE), Minority-Owned Business Enterprises (MBE), Women-Owned Business Enterprises (WBE), Veteran-Owned Business Enterprise (VOSB) participation and will maintain this practice if we are awarded the debris removal contract for the County.

▪ *FEMA Public Assistance Knowledge*

AshBritt's Technical Assistance Team has worked as Administrators for bureaus in FEMA and the Florida Division of Emergency Management. They will be able to utilize their knowledge and experience from their previous employers to assist in FEMA Technical issues or questions that may arise. Our Team consists of:

- **Mark Merritt** – Former Deputy Chief of Staff for FEMA
- **Barry Scanlon** – Former Director of Corporate Affairs for FEMA
- **Jim Loomis** – Former Recovery Bureau Chief of Florida Division of Emergency Management (FDEM)

AshBritt has experience with the maintenance process of various emergency management plans at the state level. We will dedicate our specialized personnel to attend planning and training sessions with County staff. AshBritt believes that proper mitigation and preparedness measures save more tax dollars for jurisdictions than any other task in the four phases of Emergency Management.

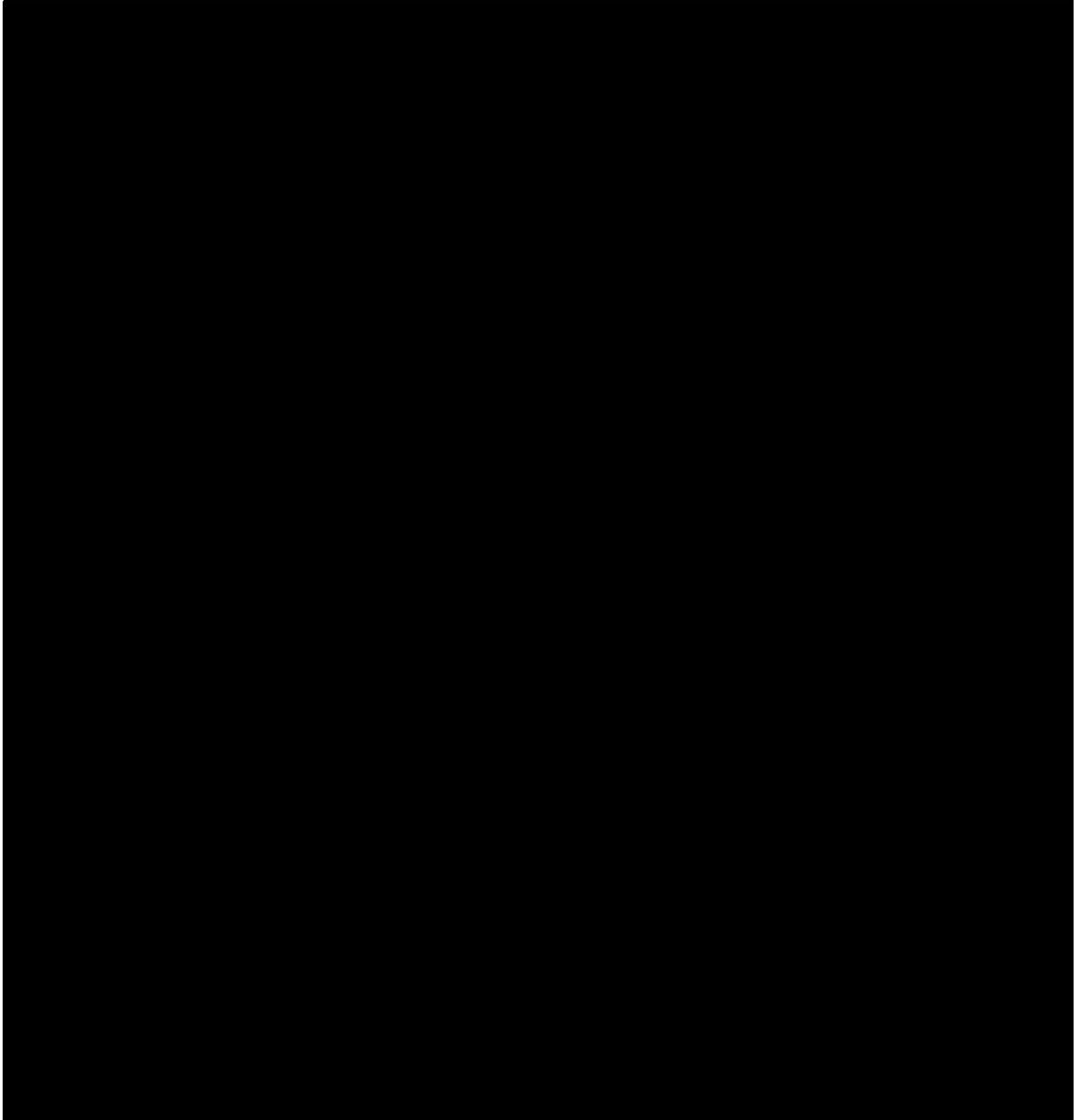
▪ *Safety and Health Considerations*

AshBritt is committed to protecting our employees, clients, and the general public on all disaster recovery projects. This fundamental value is paramount to us and is inherent in all our operations. **Our goal is ZERO safety incidents.** AshBritt considers safety and environmental concerns very seriously in any disaster recovery or debris management operation, and we have an impeccable record as a result. From our organization's beginning with Hurricane Andrew, our safety record has been excellent. **AshBritt's current EMR rating is .72.** During our management of Hurricane Katrina, under the U.S. Army Corps of Engineers, we maintained negligible lost-time injuries to total man-hours worked. Additionally, in managing 52 DMS's, we had relatively few environmental safety impacts. Given the scope of the mission, these achievements are truly extraordinary. Our emphasis on providing a culture of safety begins with the assignment of responsibilities to qualified personnel who will have the provided upon request. Our specific Activity Hazardous Analysis (AHA) addresses the possible hazards involved in the project. AshBritt has developed a comprehensive SSHP for employment during any recovery mission. Our SSHP incorporates the aspects necessary to ensure the safety of all employees, clients, and the public.

▪ *Recycling and Beneficial Re-use*

Major catastrophic disaster events such as category 4 and 5 hurricanes will yield massive and unwieldy amounts of debris. When planning for the disposition of disaster debris, it is important to remain environmentally conscious and maximize to the greatest extent possible the diversion of debris from disposal in landfills. With sufficient pre-planning, more options and greater opportunities are made available to recycle or find beneficial uses for a greater percentage of the disaster debris stream. Though a challenging goal, maximizing diversion will minimize landfill space utilization, recover usable resources, conserve natural resources, and potentially reduce overall recovery costs. Upon contract award, AshBritt will further refine its recycling plan and reach out to additional local recycling businesses and other nonprofits to find available markets for recyclable materials. AshBritt is dedicated to assisting the County as a function of our Pre-Planning commitment with the development or review of a strategic area-wide recycling plan. Our goal will be to devise a reasonable, area-specific plan that can be readily implemented. AshBritt has pre-established relationships with national and local recycling firms that can be called upon to provide markets for recyclable storm debris

*Tab 5. Fees*











**Daniel Nibouar**  
Interim Director

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November 4, 2021

Board of County Commissioners  
Clackamas County

Members of the Board:

Approval of Amendment #1 to the State Homeland Security Grant Agreement #19-214  
Between Clackamas County and the State of Oregon for Shelter Trailers

<b>Purpose/Outcomes</b>	This amendment is the first amendment to agreement #19-214 between Clackamas County and the State of Oregon to extend the current agreement for the procurement of 3 shelter trailers.
<b>Dollar Amount and Fiscal Impact</b>	FY19 SHSP funds under the Clackamas County agreement will remain at \$36,300. There is no increase.
<b>Funding Source</b>	FY19 SHSP grant via the Oregon Military Department, Office of Emergency Management. No general fund dollars involved.
<b>Duration</b>	The agreement is effective from December 3, 2019 and shall end, unless otherwise terminated or extended, on July 31, 2022.
<b>Previous Board Action/Review</b>	The Board of County Commissioners approved the FY19 SHSP Agreement on November 7, 2019 agenda item D.1.
<b>Strategic Plan Alignment</b>	Ensure Safe, Healthy and Secure Communities by obtaining equipment to enhance sheltering response in the county.
<b>Counsel Review</b>	Approved 10/14/21 AN
<b>Contact Person</b>	Daniel Nibouar –Disaster Management x.3381
<b>Contract No.</b>	N/A

**BACKGROUND:**

The State Homeland Security Grant Program (SHSP) provides funding to support the implementation of risk-driven, capabilities-based, State Homeland Security Strategies to address capability targets. In FY 19, \$36,300 was awarded to Clackamas County to support the procurement of three (3) shelter trailers for Clackamas County. This funding supports the county and sheltering organizations with the equipment to operate a shelter during a disaster.

This amendment supports the procurement, which was delayed due to ongoing response efforts to COVID-19, September 2020 Wildfires, and 2021 Winter Ice Storm events.

**RECOMMENDATION:**

Staff respectfully recommends the Board approve this agreement.

Respectfully submitted,

Daniel Nibouar, Interim Director

**OREGON MILITARY DEPARTMENT  
OFFICE OF EMERGENCY MANAGEMENT  
STATE HOMELAND SECURITY PROGRAM  
CFDA # 97.067**

***AMENDMENT #1***

**This is Amendment #1 to Grant Agreement #19-214 effective December 3, 2019, between the State of Oregon, acting by and through the Oregon Military Department, Office of Emergency Management (OEM), and Clackamas County.**

**THE AGREEMENT IS AMENDED AS FOLLOWS (new language is indicated by bold and underline and deleted language is italicized and bracketed):**

Section 1: Section 1 is hereby amended as follows:

**Effective Date.** This Agreement shall become effective on the date this Agreement is fully executed and approved as required by applicable law. Reimbursements will be made for Project Costs incurred beginning on **October 1, 2019** and ending, unless otherwise terminated or extended, on *[September 30, 2020]* **July 31, 2022** (Expiration Date). No Grant Funds are available for any expenditures after the Expiration Date. OEM's obligation to disburse Grant Funds under this Agreement shall end as provided in Section 6.b.iv of this Agreement.

This amendment may be executed by the parties in counterparts.

Except as expressly amended above, all terms and conditions of the original Agreement are still in full force and effect.

Approved by:

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Traci Naile, Operations and Preparedness Section Manager, OEM

Date

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Signature of Authorized Subgrantee Official

Date