Certified: --

E-130-26

FILED BY THE NASSAU COUNTY CLERK
OF THE LEGISLATURE NOVEMBER 2, 2026
12:09 PM

NIFS ID: CLPW26000021

Capital:

Contract ID #: **CQPW21000023**
NIFS Entry Date: **10/08/2026**
DPW Contract Number: **H10003-01M**

Department: Public Works

Service: **Disaster Debris Management Services-H10003-01M Amendment No. 1**
Term: from **06/21/2027** to **12/21/2028**
Contract Delayed:

Slip Type: **Amendment**		
CRP:		
Time Extension: **X**		
Addl. Funds:		
Blanket Resolution:		
Revenue:	Federal Aid:	State Aid:
Vendor Submitted an Unsolicited Solicitation:		

1) Mandated Program:	**No**
2) Comptroller Approval Form Attached:	**No**
3) CSEA Agmt. & 32 Compliance Attached:	**No**
4) Significant Adverse Information Identified? (if yes, attach memo):	**No**
5) Insurance Required:	**Yes**

Vendor/Municipality Info:	
Name: **AshBritt Inc**	ID#:**900868875**
Main Address: **565 E Hillsboro Blvd Deerfield Beach, FL 33441**	
Main Contact: **Jackie Ryan**	
Main Phone: **(954) 725-6992**	

Department:
Contact Name: **Saji Varughese**
Address: **Nassau County Dept. of Public Works 1194 Prospect Ave Westbury, NY 11590**
Phone: **(516) 571-9651**
Email: **ldionisio@nassaucountyny.gov,ekobel@nassaucountyny.gov,lcaruso@nassaucountyny.gov,svarughese@nassaucountyny.gov**

Contract Summary

Purpose: Amendment #1 to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.
Procurement History: An RFP was issued 5/15/20, six proposals were received and evaluated. The Technical Review Committee recommended Ashbritt Inc. as one of the two vendors selected.
Description of General Provisions: Amendment No. 1 for Ashbritt, Inc. for on-call debris management services. The Department is required to be in a state of readiness to respond to significant debris removal demands caused by severe weather events such as

hurricanes, microbursts, tropical storms, nor'easters and ice storms. The debris removal management service will perform debris collection, transport and site management, debris reduction & disposal. Ashbritt, Inc. shall be fully responsible for debris management activities assigned by the County, including compliance with applicable Federal, State and Local regulations and supporting the County in pursuit of maximum financial recovery allowable.

Impact on Funding / Price Analysis: No impact on funding. Extension of time only.

Change in Contract from Prior Procurement: The term of the original Agreement was extended by letter through June 21, 2027. Amendment No. 1 seeks to extend the term for an additional eighteen months whereas the new termination date shall be December 21, 2028.

Method of Source Selection:

☑ Contract amendment, extension, or renewal

Contract originally executed on: 06/22/2022

Original procurement method: RFP

MWBE Participation:

☑ Participation of Minority-owned and Women-owned Business Enterprises in Nassau County Contracts: The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit EE may be requested at any time by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☑ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

Fund	Control	Resp. Center	Object	Index Code	Sub Object	Budget Code	Line	Amount
GEN	01	0175	DE	PWGEN0175	DE500	PWGEN0175 DE500	02	$0.01
						TOTAL		**$0.01**

Additional Info	
Blanket Encumbrance	
Transaction	109
Renewal	
% Increase	
% Decrease	

Funding Source	Amount
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
Total	**$0.01**

Routing Slip

Department			
NIFS Entry	Elizabeth Kobel	10/08/2026 10:19AM	Approved
NIFS Final Approval	Loretta Dionisio	10/08/2026 12:02PM	Approved
Final Approval	Loretta Dionisio	10/08/2026 12:02PM	Approved
County Attorney			
Approval as to Form	Julie Silverstein	10/13/2026 03:08PM	Approved
RE & Insurance Verification	Shannon Molloy	10/13/2026 11:00AM	Approved
NIFS Approval	Mary Nori	10/14/2026 03:39PM	Approved
Final Approval	Mary Nori	10/14/2026 03:39PM	Approved
OMB			
NIFS Approval	Aniello Morgillo	10/08/2026 12:11PM	Approved
NIFA Approval	Irfan Qureshi	10/13/2026 03:21PM	Approved
Final Approval	Irfan Qureshi	10/13/2026 03:21PM	Approved
Compliance & Vertical DCE			
Procurement Compliance Approval	Andrew Levey	10/14/2026 03:58PM	Approved
DCE Compliance Approval	Robert Cleary	10/20/2026 03:20PM	Approved
Vertical DCE Approval	Arthur Walsh	11/02/2026 09:48AM	Approved
Final Approval	Arthur Walsh	11/02/2026 09:48AM	Approved
Legislative Affairs Review			
Final Approval	Christopher Leimone	11/02/2026 11:45AM	Approved
Legislature			
Final Approval			In Progress
Comptroller			
Claims Approval			Pending
Legal Approval			Pending

Accounting / NIFS Approval			Pending
Deputy Approval			Pending
Final Approval			Pending
NIFA			
NIFA Approval			Pending

RULES RESOLUTION NO. – 2026

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE NASSAU COUNTY DEPARTMENT OF PUBLIC WORKS AND ASHBRITT, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with AshBritt, Inc., to provide disaster relief services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the amendment to the agreement with AshBritt, Inc.

AMENDMENT NO. 1

This AMENDMENT Number 1, (this "Amendment"), between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting on behalf of the Department of Public Works having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) **AshBritt, Inc.**, having its principal office at 565 E. Hillsboro Blvd. Deerfield, FL 33441, (the "Firm").

W I T N E S S E T H:

WHEREAS, pursuant to County contract number CQPW21000023 between the County and the Firm, executed on behalf of the County on June 22, 2022, and extended by letter through June 21, 2027(the "Original Agreement"), the Firm under the Original Agreement, agreed to perform disaster-related debris management services consisting of as a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. The specific work divisions and deliverables related to this project are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services").

WHEREAS, the term of the Original Agreement was from June 22, 2022, (the "Commencement Date") and terminate four (4) years from the execution date (the "Expiration Date") with the Department at its sole discretion, having the right to extend the Agreement for an additional one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date.

WHEREAS, the maximum amount that the County agreed to reimburse the Firm for Services under the Original Agreement and with Amendment, as full compensation for the Services, was Four Million, Dollars and No Cents ($4,000,000.00), (the "Maximum Amount").

WHEREAS, the term of Agreement was extended by letter through June 21, 2027 (the "Extended Expiration Date").

WHEREAS, the County and the Firm desire to Amend the Agreement to extend the term of the Agreement; and add wage rates: and,

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment, the parties agree as follows:

Amended Term. The Current Term of the Original Agreement shall be extended by Eighteen (18) months, so that the termination date of the Original Agreement, as amended by this Amendment, shall be December 21, 2028 (the "Amended Expiration Date").

Wage Rates. This Amendment shall include the wages attached as attachment 1.

All the terms and conditions of the Original Agreement not expressly amended by this Amendment No 1 shall remain in full force and effect and govern the relationship of the parties for the term of the amended Agreement.

Compliance with Law.

(a) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(b) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(c) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have participated in procurements for work performed under this Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first above written.

By: _____
Name: Charles "Dow" Knight
Title: Corporate Secretary & President
Date: 08/25/2026

County of Nassau

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

STATE OF ~~NEW YORK~~) Florida
)ss.:
COUNTY OF ~~NASSAU~~) Broward

On the 25th day of August in the year 2026 before me personally came Charles "Dow" Knight to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Secretary & President of AshBritt, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

JACQUELINE RYAN
Notary Public
State of Florida
Comm# HH373452
Expires 4/8/2027

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20___ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Attachment 1

No separate payment will be made for mobilization and demobilization operations. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.
Payment for disposal cost incurred by the Contractor at permitted 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 disposal facility and correlated to County representative's completed load tickets, and proof of Contractor payment to the disposal facility.
Contractor must submit the final invoice within thirty (30) days of completion of scope of work authorized by the County's final Task Orders. Completion of scope of work will be acknowledged, in writing, by the County Debris Manager or his authorized representative.

Equipment Type – Ref. to RFP Section V.A Emergency Clearance

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE	**AshBritt Current**	**AshBritt Revised Hourly Rates 2026**
	Hourly Equipment	**Hourly Equipment Rate**
Bobcat Loader, 60 Hp, w/grapple, w/Operator	$110.00	$165.00
Bucket Truck w/Operator (lift height)	$205.00	$307.50
Crash Truck w/Impact Attenuator and driver	$140.00	$210.00
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	$150.00	$225.00
Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)	$175.00	$262.50
Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)	$185.00	$277.50
Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)	$225.00	$337.50
Dump Truck, 18 CY-20 CY w/CDL Driver	$155.00	$232.50
Dump Truck, 21 CY-30 CY w/CDL Driver	$165.00	$247.50
Dump Truck, 31 CY-70 CY w/CDL Driver	$175.00	$262.50
Dump Truck 70 CY-110 CY w/CDL Driver	$205.00	$307.50
Generator/ Light Plant w/fuel and maintenance(Specify KW)	$35.00	$52.50
Grader w/12' Blade and Operator (Wt./Hp)	$160.00	$240.00
Hydraulic Excavator, 1.5 CY (Wt.&Hp) w/Operator	$160.00	$240.00
Hydraulic Excavator, 2.5 CY (Wt.&Hp) w/Operator	$170.00	$255.00
Knuckle boom Loader,10,000 lb. Capacity w/Operator	$285.00	$427.50
Lowboy Trailer w/Tractor and Driver	$175.00	$262.50
Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (lift	$350.00	$525.00
Pickup Truck, .5 Ton	$18.00	$27.00
Pickup Truck, 1.0 Ton	$24.00	$36.00
Truck, Flatbed w/Driver (Model &Hp)	$50.00	$75.00
Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)	$111.32	$166.98
Wheel Loader, 2.5 CY, 950 or similar (Wt.&Hp) w/Operator	$185.00	$277.50
Wheel Loader, 3.5 – 4.0 CY, 966 or similar (Wt. & Hp) w/Operator	$195.00	$292.50
Wheel Loader, 4.5 CY, 980 or similar (Wt.&Hp) w/Operator	$205.00	$307.50
Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt.&Hp) w/Operator	$135.00	$202.50
Other – Provide Separate List (Wt.&Hp) w/Operator		
Labor Category	**Hourly Labor Rate**	**AshBritt Revised Hourly Rates 2026**
Operations (Project) Manager w/communications and Pickup	$140.00	$210.00
Crew Foreman w/Cell Phone and Pickup	$80.00	$120.00
Certified Tree Climber with Chainsaw	$110.00	$165.00
Certified Chainsaw Operator (saw man)	$60.00	$90.00
Laborer w/small tools, traffic control, or flag person	$50.00	$75.00

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE Reference to RFP Sections V.B-R			**AshBritt Current**	**AshBritt 5% CPI**
V.B	**Eligible ROW Vegetative Debris Removal (Collect & Haul)**	**Est. Quantity**	**$ Per CY**	**$ Per CY**
	Work consists of removal and transport of vegetative debris on the ROW to a COUNTY approved TDMS or other designated disposal facility.	100,000	$17.00	$17.85
	***Alternative Price by Ton (do not include in Total)**			
V.C	**Eligible ROW C&D Debris Removal (Collect & Haul)**	**Est. Quantity**	**$ Per Ton**	**$ Per Ton**
	Work consists of removal and transport of C&D debris on the ROW to a COUNTY designated disposal facility.	40,000	$102.00	$107.10
V.D	**Eligible Demolition, Removal, and Transport of Structures**	**Est. Quantity**	**$ Per Ton**	**$ Per Ton**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on private property.	50,000	$130.00	$136.50
V.E	**TDMS Management and Operations**	**Est. Quantity**	**$ Per CY**	**$ Per CY**

	Work consists of the management and operation of TDMS(s) for acceptance, management, segregation and staging of disaster related debris.	500,000	$3.00	$3.15
	***Alternative Price by Ton (do not include in Total)**			
V.F	**Grinding of Eligible Vegetative Storm Debris (Reduction of Storm**	**Est. Quantity**	**$ Per CY**	**$ Per CY**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by grinding.	500,000	$3.00	$3.15
	***Alternative Price by Ton (do not include in Total)**			
V.G	**Incineration of Eligible Storm Debris (Reduction of Storm**	**Est. Quantity**	**$ Per CY**	**$ Per CY**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration.	500,000	$3.00	$3.15
	***Alternative Price by Ton (do not include in Total)**			

***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

V.H	**Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site**	**Est. Quantity (Tons)**	**$ Per Ton**	**$ Per Ton**
	Work consists of loading and transport of reduced debris from a County TDMS to a Final Disposal Facility. Distance measured from TDMS to Final Disposal Site			
	Haul distance 0 to 24.9 miles	250,000	$45.45	$47.72
	Haul distance 25 to 49.9 miles	150,000	$52.25	$54.86
	Haul distance 50 to 99.9 miles	50,000	$56.38	$59.20
	Haul distance over 100 miles	50,000	$66.00	$69.30
V.I	**Removal of Eligible Hazardous Trees**	**Est. Quantity**	**$ Per Tree**	**$ Per Tree**
	Work consists of removing hazardous trees.			
	6 inch to 12.99 inch diameter	100	$150.00	$157.50
	13 inch to 23.99 inch diameter	50	$295.00	$309.75
	24 inch to 35.99 inch diameter	50	$420.00	$441.00
	36 inch to 47.99 inch diameter	20	$475.00	$498.75
	48 inch and larger diameter	5	$900.00	$945.00
V.J	**Removal of Eligible Hazardous Limbs**	**Est. Quantity**	**$ Per Tree**	**$ Per Tree**
	Work consists of removing (cutting) hazardous limbs from trees. Unit price is per tree.	300	$95.00	$99.75
V.Ka	**Extraction of Eligible Hazardous Stumps**	**Est. Quantity**	**$ Per Stump**	**$ Per Stump**
	Work consists of removing hazardous stumps, backfill, transport and final disposal. All inclusive price.			
	Greater than 24 inch to 36.99 inch diameter	100	$290.00	$304.50
	37 inch to 48.99 inch diameter	40	$570.00	$598.50
	49 inch and larger diameter	5	$750.00	$787.50
V.Kb	**Grinding of non-Hazardous Stumps with less than 49% root ball exposed**	**Est. Quantity (Stumps)**	**$ Per Stump**	**$ Per Stump**
	Work consists of grinding stumps in place with less than 49% root ball exposed. A separate Task Order will be issued.			
	Under 36.99 inch diameter	100	$290.00	$304.50
	37 inch to 48.99 inch diameter	40	$570.00	$598.50
	49 inch and larger diameter	5	$750.00	$787.50
V.L	**Eligible HHW Removal, Transport and Disposal**	**Est. Quantity**	**$ Per LB**	**$ Per LB**
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and disposal of Eligible Household Hazardous Waste at County approved TSDF.	100	$25.00	$26.25
V.M	**Removal of Eligible Abandoned Vehicles**	**Est. Quantity**	**$ Per Unit**	**$ Per Unit**
	Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	10	$345.00	$362.25

***All Alternative Pricing by Ton must be completed for the bid to be considered**

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

V.N	**Removal and Final Disposal of Eligible Putrescent Debris**	**Est.**	**$ Per Ton**	**$ Per Ton**
	Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the County and final disposal in County approved facility.	40	$375.00	$393.75
V.O	**Eligible White Goods Debris Removal and Recycling**	**Est.**	**$ Per Ton**	**$ Per Ton**
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and recycling of White Goods.	300	$85.00	$89.25
	***Alternative Price by Ton (do not include in Total)**		$850.00	$892.50
V.P	**Freon Removal from Eligible White Goods**	**Estimated Quantity**	**$ Per Ton**	**$ Per Ton**
	Work consists of the recovery and disposal of refrigerants from items containing Freon.	300	$55.00	$57.75
V.Q	**Eligible Electronic Waste (e-waste) Removal and Recycling**	**Est. Quantity**	**$ Per Units**	**$ Per Units**
	Work consists of the removal, transportation to County approved staging area and packaging for recycling.	50	$35.00	$36.75
	***Alternative Price by Ton (do not include in Total)**		$1,007.00	$1,057.35
V.R	**Eligible Small Motorized Equipment Removal and Disposal**	**Estimated Quantity**	**$ Per Unit**	**$ Per Unit**
	Work consists of collection, oil and fuel recovery and disposal and recycling at a County approved facility.	50	$75.00	$78.75
	Total Estimate Contract Price	#		

***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

NIFA Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: AshBritt Inc

2. Amount requiring NIFA approval: $0.01

Amount to be encumbered: $0.01

Slip Type: Amendment

If new contract - $ amount should be full amount of contract
If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA
If amendment - $ amount should be full amount of amendment only

3. Contract Term: 06/21/2027 to 12/21/2028

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

General Fund (GEN)	X	Grant Fund (GRT)
Capital Improvement Fund (CAP)		Other

Federal %	0
State %	0
County %	100

Is the cash available for the full amount of the contract?	No
If not, will it require a future borrowing?	No
Has the County Legislature approved the borrowing?	N/A
Has NIFA approved the borrowing for this contract?	N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

Amendment #1 to extend contract duration by eighteen months to assist Nassau County in managing disaster relief efforts involving debris removal in the event of a disaster within Nassau County.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney as to form	Yes
Nassau County Committee and/or Legislature	

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

Contract ID	Posting Date	Amount Added in Prior 12 Months

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

IQURESHI 10/13/2026

Authenticated User ***Date***

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

I certify that the bonding for this contract has been approved by NIFA.

Budget is available and funds have been encumbered but the project requires NIFA bonding authorization.

Authenticated User ***Date***

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User ***Date***

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

Certificate of No Change Form

All fields must be filled.
A materially false statement willfully or fraudulently made in connection with this certification, and/or the failure to conduct appropriate due diligence in verifying the information that is the subject of this certification, may result in rendering the submitting entity non-responsible for the purpose of contract award.
A materially false statement willfully or fraudulently made in connection with this certification may subject the person making the false statement to criminal charges.

I, Jackie Ryan state that I have read and understand all the items contained in the disclosure documents listed below and certify that as of this date, these items have not changed. I further certify that, to the best of my knowledge, information and belief, those answers are full, complete, and accurate; and that, to the best of my knowledge, information, and belief, those answers continue to be full, complete, and accurate.

In addition, I further certify on behalf of the submitting vendor that the information contained in the principal questionnaire(s) have not changed and have been verified and continue, to the best of my knowledge, to be full, complete and accurate.

I understand that Nassau County will rely on the information supplied in this certification as additional inducement to enter into a contract with the submitting entity.

Vendor Disclosures

This refers to the vendor integrity and disclosure forms submitted for the vendor doing business with the County.

Name of Submitting Entity: AshBritt, Inc.

Vendor's Address: 565 E. Hillsboro Blvd. DEERFIELD BEACH FL US 33441

Vendor's EIN or TIN: [redacted]

Forms Submitted:

Political Campaign Contribution Disclosure Form: 08/27/2026 05:25:50 pm

Lobbyist Registration and Disclosure Form: 09/09/2026 11:27:31 pm

Business History Form certified: 09/28/2026 12:20:37 pm

Consultant's, Contractor's, and Vendor's Disclosure Form: 09/28/2026 12:40:08 pm

Principal Questionnaire(s)

This refers to the most recent principal questionnaire submissions.

Principal Name	Dow Knight [DKNIGHT@ASHBRITT.COM]
Date Certified	09/02/2026 02:33:28 pm

Principal Name	Saily Perkins [SAILY.PERKINS@ASHBRITT.COM]
Date Certified	09/15/2026 04:29:48 pm

Principal Name	Brittany Perkins Castillo [BRITTANY@ASHBRITT.COM]
Date Certified	09/05/2026 04:58:22 pm

Principal Name	Christina Demidio [CDEMIDIO@ASHBRITT.COM]
Date Certified	09/04/2026 04:34:55 pm

I, Jackie Ryan hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I further certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES."

Jackie Ryan JRYAN@ASHBRITT.COM

Name

Vice President, Procurement & Contracts

Title

AshBritt, Inc.

Name of Submitting Entity

09/28/2026 12:51:56 pm

Date

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: 09/28/2026

1) Proposer's Legal Name: AshBritt, Inc.

2) Address of Place of Business: 565 E. Hillsboro Blvd.

City: Deerfield Beach State/Province/ Territory: FL Zip/Postal Code: 33441

Country: US

3) Mailing Address (if different):

City: State/Province/ Territory: Zip/Postal Code:

Country:

Phone:

Does the business own or rent its facilities? Own If other, please provide details:

4) Dun and Bradstreet number: [redacted]

5) Federal I.D. Number: [redacted]

6) The proposer is a: Corporation (Describe)

7) Does this business share office space, staff, or equipment expenses with any other business?

YES [X] NO [ ] If yes, please provide details:

AB&H Construction LLC - Joint Venture between AshBritt, Inc. and Hamvis Properties
ABML, LLC (AshBritt Management & Logistics)
AshBritt Foundation, Inc.

8) Does this business control one or more other businesses?

YES [X] NO [ ] If yes, please provide details:

AB&H Construction LLC
75% owned by AshBritt, Inc.
25% owned by Hamvis Properties, Inc.

ABFD LLC - Wholly owned by AshBritt, Inc.
ABFD3 LLC - Wholly owned by AshBritt, Inc.

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?
YES [X] NO [ ] If yes, please provide details:

AshBritt is not a subsidiary of, nor controlled by any other business.
Attached is list of our affiliates.

1 File(s) uploaded: Business History Form - Question 9.pdf

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated?
YES [ ] NO [X] If yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract).

11) Has the proposer, during the past seven years, been declared bankrupt?
YES [ ] NO [X] If yes, state date, court jurisdiction, amount of liabilities and amount of assets

12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business.
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
a) Any felony charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide details for each such year. Provide a detailed response to all questions checked 'YES'. If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future.

This would immediately be conveyed to the county, should it ever occur.

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.

Have you previously uploaded the below information under in the Document Vault?
YES [ ] NO [X]

Is the proposer an individual?
YES [ ] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

10/28/1992

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

Saily Perkins, Chairwoman, [redacted]
Saily Perkins is the Trustee and is the 100% beneficiary of the Randal Perkins Living Trust which is the controlling and major shareholder of AshBritt, Inc.

iii) Name, address and position of all officers and directors of the company. If none, explain.

Saily Perkins, Chairwoman [redacted]
Brittany Perkins Castillo, CEO [redacted]
Charles "Dow" Knight, Secretary, [redacted]
Christina Demidio, Treasurer, [redacted]

iv) State of incorporation (if applicable);

FL

v) The number of employees in the firm;

35

vi) Annual revenue of firm;

[redacted]

vii) Summary of relevant accomplishments

See attached.

1 File(s) uploaded: Accolades.pdf

viii) Copies of all state and local licenses and permits.

1 File(s) uploaded: State Registration.pdf

B. Indicate number of years in business.

33

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

AshBritt is a full turnkey emergency disaster response company that has been providing disaster response services for nearly 34 year. We hold many pre-positioned nation-wide disaster response contracts, including four regional disaster debris contracts with the United States Army Corps of Engineers (USACE) covering one-half of the U.S. AshBritt is the only contractor that has held a pre-positioned contract with USACE for 25+ years.

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	United States Army Corps of Engineers		
Contact Person	Ryan Martin		
Address	69 Darlington Ave		
City	Wilmington	State/Province/Territory	NC
Country	US		
Telephone	(317) 741-5930		
Fax #			
E-Mail Address	ryan.t.martin@usace.army.mil		

Company	Charlotte County, FL		
Contact Person	John Elias		
Address	18500 Murdock Circle		
City	Port Charlotte	State/Province/Territory	FL
Country	US		
Telephone	(941) 575-3600		
Fax #			
E-Mail Address	John.Elias@charlottecountyfl.gov		

Company	Fort Bend County, TX		
Contact Person	Scott Wieghat		
Address	201 Payne Lane		
City	Richmond	State/Province/Territory	TX
Country	US		
Telephone	(281) 238-3607		
Fax #			
E-Mail Address	scott.wieghat@fortbendcountytx.gov		

I, Jackie Ryan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Jackie Ryan , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of submitting business: AshBritt, Inc.

Electronically signed and certified at the date and time indicated by:
Jackie Ryan JRYAN@ASHBRITT.COM

Vice President, Procurement & Contracts
Title

09/28/2026
Date

Supplemental Response to Question #9 on Business History Form

Type	Entity Name	Address	City	State	Zip Code	Telephone Number	Title
LLC - Partnership	ABFD3 LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	ABFD LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	AB&H Construction LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	Hillsboro 56 LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	Marathon II LLC	14505 Commerce Way Ste 500	Miami Lakes	FL	33016	954-710-9067	Member
LLC - Partnership	Marathon RT LLC	14505 Commerce Way Ste 500	Miami Lakes	FL	33016	954-710-9067	Member
Single Member LLC	Southeast Equipment Leasing LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	ABML LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
Non Profit Corporation	AshBritt Foundation Inc	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Director
Non Profit Corporation	4 Girls Foundation Inc	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Director

AshBritt Awards, Acclaim, and Accomplishments

AshBritt is an award-winning disaster response and debris management firm that has received acclaim and recognition throughout our 33-year history for exceptional work in response and recovery, including:



FEPA Award (2024)

- City of Kerrville Certificate of Recognition (2025).
- Florida Emergency Preparedness Association (FEPA) – Corporate Award for Excellence in Emergency Management (2024).
- South Florida Business Journal Business of the Year Finalist (2024)
- City of Valdosta, GA – Presented "AshBritt Day" Proclamation (2024) for Hurricane Idalia recovery work and related philanthropic projects.
- Charlotte County, FL – Presented "AshBritt Month" Proclamation (2023) for Hurricane Ian recovery work.
- Top 100 Women-Led Businesses – AshBritt was named one of the Top 100 Women-Led Businesses in Florida by The Women's Edge in 2022, 2023 (5th Place), and 2024 (6th Place).
- Kentucky Colonels – Multiple team members proclaimed "Kentucky Colonels" by the Governor of Kentucky, the highest honor bestowed by the Commonwealth of Kentucky, for exceptional work performed in response to the July 2022 Kentucky Flood Event.
- In 2021, the U.S. Department of Defense (DoD) made history by awarding four of the Advanced Contract Initiative (ACI) – Regional Contracts for Debris Management Services (RCDMS) totaling $1.75 billion to AshBritt, representing the largest pre-positioned federal debris management contracts value ever granted to a single firm.
- Presented two "Challenge Coins" from the U.S. Army Corps of Engineers – Sacramento District for safety excellence during our Northern California wildfire operations.
- Awarded Contractor of the Quarter three times by the U.S. Army Corps of Engineers, Mobile District.
- Presented "Award of Gratitude" from the City of Port St. Lucie Keep PSL Beautiful Committee.
- Presented "Hurricane Isabel Heroes" Recognition from the City Council of the City of Hampton, Virginia for disaster recovery efforts.
- Presented with numerous commendations from the Office of the Governor, State of Mississippi, for our contributions and support of the recovery and rebuilding efforts in MS.

SOUTH FLORIDA BUSINESS JOURNAL
BUSINESS OF THE YEAR AWARDS
AshBritt
FINALIST
2024

The Honorable Order of Kentucky Colonels
EST. 1813

2022 TOP 100 WOMEN-LED BUSINESS IN FL

The Women's Edge
TOP 100 FLORIDA
Women-Led Businesses

SOUTH FLORIDA BUSINESS JOURNAL
THE LIST
CORPORATE PHILANTHROPY
AshBritt
RANKED #16
2022

An official website of New York State. Here's how you know

Department of State
Division of Corporations

Entity Information

Return to Results | Return to Search

Entity Details

ENTITY NAME: ASHBRITT, INC.
FOREIGN LEGAL NAME:
ENTITY TYPE: FOREIGN BUSINESS CORPORATION
SECTIONOF LAW: 1304 BCL - BUSINESS CORPORATION LAW
DATE OF INITIAL DOS FILING: 06/14/2013
EFFECTIVE DATE INITIAL FILING: 06/14/2013
FOREIGN FORMATION DATE: 10/28/1992
COUNTY: NEW YORK
JURISDICTION: FLORIDA, UNITED STATES

DOS ID: [redacted]
FICTITIOUS NAME:
DURATION DATE/LATEST DATE OF DISSOLUTION:
ENTITY STATUS: ACTIVE
REASON FOR STATUS:
INACTIVE DATE:
STATEMENT STATUS: CURRENT
NEXT STATEMENT DUE DATE: 06/30/2027
NFP CATEGORY:

COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?

YES [ ] NO [X] If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:
Jackie Ryan [JRYAN@ASHBRITT.COM]

Dated: 08/27/2026 05:25:50 pm

Vendor: AshBritt, Inc.

Title: Vice President, Procurement & Contracts

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Brittany Perkins Castillo
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 565 E. Hillsboro Blvd.
   City: Deerfield Beach State/Province/ Territory: FL Zip/Postal Code: 33441
   Country US
   Telephone: (954) 7256992

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	02/01/2016	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer	02/02/2015	Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

See attached for a list of companies. However, none of these firms will take part in the performance of this contract.

1 File(s) uploaded: Brittany Companies.pdf

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Please see attached listing of ABML LLC contracts for the previous 3 years.

1 File(s) uploaded: ABML Contracts.pdf

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Brittany Perkins Castillo , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Brittany Perkins Castillo , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Brittany Perkins Castillo BRITTANY@ASHBRITT.COM

CEO

Title

09/05/2026 04:58:22 pm

Date

Supplemental Response to Question #5 on Principal Questionnaire Form

Type	Entity Name	Address	City	State	Zip Code	Telephone Number	Title
LLC - Partnership	ABML LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
Non Profit Corporation	AshBritt Foundation Inc	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Director
Non Profit Corporation	4 Girls Foundation Inc	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Director

Supplemental Answer to Number 6 on the Principal Questionnaire Form

ABML Contracts past 3 years

Client	Contract Type
State of South Dakota	Disaster Housing, Feeding, and Operational Support Services
Savannah	Emergency Base Camps
State of Louisiana	Emergency Base Camps
Austin	Emergency Base Camps
State of Pennsylvania	Emergency Care Services
Panama City	Emergency Standby Material and Services
FDEM	Emergency Standby Material and Services
Collier County	EMG_Food
Palm Beach County	EMG_Food
Chatham County	Temporary Shelter and Mobile Equipment

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Christina Demidio
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 565 E Hillsboro Blvd
   City: Deerfield Beach State/Province/ Territory: FL Zip/Postal Code: 33441
   Country US
   Telephone: 9547256992

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	03/14/2019
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President	08/21/2026		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Christina Demidio , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Christina Demidio , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt Inc

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Christina Demidio CDEMIDIO@ASHBRITT.COM

Vice President

Title

09/04/2026 04:34:55 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Saily Perkins
Date of birth: 02/02/1965
Home address: [redacted]
City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
Country: US

Business Address: 565 E Hillsboro Blvd
City: Deerfield Beach State/Province/ Territory: FL Zip/Postal Code: 33441
Country US
Telephone: 9547256992

Other present address(es):
City: State/Province/ Territory: Zip/Postal Code:
Country:
Telephone:

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President		Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	
Chief Financial Officer		Partner	
Vice President			
(Other)			

Type Other
Description Chairwoman of Board
Start Date 12/28/2024

3. Do you have an equity interest in the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I am the Trustee and am the 100% beneficiary of the Randal Perkins Living Trust which is the controlling and major shareholder of AshBritt Inc.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

I own Hillsboro 56 LLC which leases office space to AshBritt Inc

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [X] NO [ ] If Yes, provide details.

See attached for a list of companies. However, none of these firms will take part in the performance of this contract.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [X] NO [ ] If Yes, provide details.

Please see attached contracts for ABML LLC.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:

a. Been debarred by any government agency from entering into contracts with that agency?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.

a. Is there any felony charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13 For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or

. local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Saily Perkins , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Saily Perkins , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Saily Perkins SAILY.PERKINS@ASHBRITT.COM

Chairwoman

Title

09/15/2026 04:29:48 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name: Dow Knight
   Date of birth: [redacted]
   Home address: [redacted]
   City: [redacted] State/Province/ Territory: [redacted] Zip/Postal Code: [redacted]
   Country: US

   Business Address: 565 E. Hillsboro Blvd
   City: Deerfield Beach State/Province/ Territory: FL Zip/Postal Code: 33441
   Country US
   Telephone: 9547256992

   Other present address(es):
   City: State/Province/ Territory: Zip/Postal Code:
   Country:
   Telephone:

   List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

President	01/01/2026	Treasurer	
Chairman of Board		Shareholder	
Chief Exec. Officer		Secretary	03/14/2019
Chief Financial Officer		Partner	
Vice President	07/10/2007		
(Other)			

3. Do you have an equity interest in the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
   YES [ ] NO [X] If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES [ ] NO [X] If Yes, provide details.

6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?
YES [ ] NO [X] If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
   a. Been debarred by any government agency from entering into contracts with that agency?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

   d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?
YES [ ] NO [X] If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9.
   a. Is there any felony charge pending against you?
   YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

10. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

11. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

13. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?
YES [ ] NO [X] If yes, provide an explanation of the circumstances and corrective action taken.

I, Dow Knight , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dow Knight , hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

AshBritt, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:
Dow Knight DKNIGHT@ASHBRITT.COM

President

Title

09/02/2026 02:33:28 pm

Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: AshBritt Inc

Address: 565 E Hillsboro Blvd

City: Deerfield Beach State/Province/Territory: FL Zip/Postal Code: 33441

Country: US

2. Entity's Vendor Identification Number: [redacted]

3. Type of Business: Other (specify) Privately Held S Corporation

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

1 File(s) uploaded: AshBritt Board and Officers.pdf

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.
If none, explain.

Randal Perkins Living Trust, 565 E Hillsboro Blvd, Deerfield Beach, FL 33441
Saily Perkins is the Trustee and is the 100% beneficiary of the Randal Perkins Living Trust which is the controlling and major shareholder of AshBritt, Inc.

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

See attached list of other affiliated entities. However, none of these firms will take part in the performance of this contract.

1 File(s) uploaded: AshBritt Affiliated and Related Parties.pdf

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or

promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term “lobbyist” does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?
YES [ ] NO [X]

(a) Name, title, business address and telephone number of lobbyist(s):

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Electronically signed and certified at the date and time indicated by:
Jackie Ryan [JRYAN@ASHBRITT.COM]

Dated: 09/28/2026 12:40:08 pm

Title: Vice President, Procurement & Contracts

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Board of Directors

Saily Perkins	Director	565 E Hillsboro Blvd	Deerfield Beach	FL	33441
Brittany Perkins Castillo	Director	565 E Hillsboro Blvd	Deerfield Beach	FL	33441

Corporate Officers

Saily Perkins	Chairwoman	565 E Hillsboro Blvd	Deerfield Beach	FL	33441
Brittany Perkins Castillo	CEO	565 E Hillsboro Blvd	Deerfield Beach	FL	33441
Christina Demidio	Treasurer	565 E Hillsboro Blvd	Deerfield Beach	FL	33441
Charles Knight	Secretary	565 E Hillsboro Blvd	Deerfield Beach	FL	33441

Supplemental Response to Question #6 on Consultant's Contractor's and Vendor Disclosure Form

Type	Entity Name	Address	City	State	Zip Code	Telephone Number	Title
LLC - Partnership	ABFD3 LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	ABFD LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	AB&H Construction LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	Hillsboro 56 LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	Marathon II LLC	14505 Commerce Way Ste 500	Miami Lakes	FL	33016	954-710-9067	Member
LLC - Partnership	Marathon RT LLC	14505 Commerce Way Ste 500	Miami Lakes	FL	33016	954-710-9067	Member
Single Member LLC	Southeast Equipment Leasing LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
LLC - Partnership	ABML LLC	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Manager
Non Profit Corporation	AshBritt Foundation Inc	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Director
Non Profit Corporation	4 Girls Foundation Inc	565 E Hillsboro Blvd	Deerfield Beach	FL	33441	954-725-6992	Director

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/9/2026

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

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

PRODUCER
Acrisure South Insurance Services, LLC
1317 Citizens Blvd
Leesburg FL 34748

License#: BR-1796553
ASHBINC-02

CONTACT NAME: Taylor Fedronich
PHONE (A/C, No, Ext): 239-435-7108
FAX (A/C, No): 239-213-2803
E-MAIL ADDRESS: tfedronich@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Casualty Company	11991
INSURER B : Nautilus Insurance Company	17370
INSURER C : Key Risk Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
[redacted]

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY	Y		[redacted]	6/6/2026	6/6/2027	EACH OCCURRENCE	$
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y		[redacted]	[redacted]/6/2026		COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB X OCCUR	Y		[redacted]		6/6/2027	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			[redacted]	6/6/2026		X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability Pollution Liability			E[redacted]	6/6/2026	6/6/2027		

DESCRIPTION OF O[redacted]IONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jimmy Irwin

© 1988-2025 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: ASHBINC-02

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Acrisure South Insurance Services, LLC	**NAMED INSURED** AshBritt, Inc. 565 E Hillsboro Blvd Deerfield Beach FL 33441-3543
POLICY NUMBER	
CARRIER / **NAIC CODE**	**EFFECTIVE DATE:**

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Insurer E) Argonaut Insurance Company NAIC #19801
Marine Liability Policy #726OM6166-01 - Effective 2/25/2026 - 2/25/2027
$1,000,000 Each Occurrence Limit / $2,000,000 Aggregate Limit / $50,000 Deductible

Additional Insured with respect to General Liability on a primary and non-contributory basis only as required by written contract per form ECP1246, including Completed Operations per form ECP1248, including Waiver of Subrogation per form ECP1260. Additional Insured with respect to Automobile Liability only as required by written contract per form BENVCA06 on a primary and non-contributory basis per form CA0449, including Waiver of Subrogation per form CA0443. Waiver of Subrogation with respect to Workers Compensation only as required by written contract per form WC000313.

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name & Address of Insured (use street address only)
ASHBRITT, INC.
565 E HILLSBORO BLVD
DEERFIELD BEACH, FL 33441

1b. Business Telephone Number of Insured
(954) 725-6992

Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*

1c. Federal Employer Identification Number of Insured or Social Security Number
[redacted]

2. Name and Address of Entity Requesting Proof of Coverage
(Entity Being Listed as the Certificate Holder)
NASSAU COUNTY
1194 PROSPECT AVE
WESTBURY, NY 11590

3a. Name of Insurance Carrier
New York State Insurance Fund (NYSIF)

3b. Policy Number of Entity Listed in Box "1a"
[redacted]

3c. Policy effective period
06/13/2026 to 06/13/2027

4. Policy provides the following benefits:
- ☒ A. Both disability and paid family leave benefits
- ☐ B. Disability benefits only
- ☐ C. Paid family leave benefits only

5. Policy covers:
- ☒ A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law
- ☐ B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 9/14/2026 By Kristin Markwica
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (866) 697-4332 Name and Title **Kristin Markwica, Head of Disability Insurance Unit**

IMPORTANT: If Box 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier,this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, DB Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

State of New York
Workers' Compensation Board

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: *Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1.* ***Insurance brokers are NOT authorized to issue this form.***

Certificate Number [redacted]

Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box "3" on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Worker's Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits, and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE COMPTROLLER

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions (Sub-Recipient)

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

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

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

Dow Knight, President and Corporate Secretary

Name and Title of Authorized Representative

m/d/yy



08/28/2026

Signature

Date

AshBritt, Inc.

Name of Organization

565 E. Hillsboro Blvd. Deerfield Beach, FL 33441

Address of Organization

BRUCE A. BLAKEMAN
NASSAU COUNTY EXECUTIVE

MICHAEL KWASCHYN, P.E.
COMMISSIONER

COUNTY OF NASSAU
DEPARTMENT OF PUBLIC WORKS
1194 PROSPECT AVENUE
WESTBURY, NEW YORK 11590-2723

June 16, 2026,

Ashbritt, Inc.
565 E. Hillsboro Boulevard
Deerfield, FL 33441

Att: Jackie Ryan

Re: Disaster Debris Management Services
Civil/Site Construction Management
Agreement No.: H10003 01M
Encumbrance No.: CQPW21000023
Extension of Time

To Whom It May Concern:

The subject agreement shall terminate on June 21, 2026. In accordance with Section 1, Term, of the subject agreement, this letter serves as formal approval to mutually extend Agreement H10003 01M for one (1) Year, from June 21, 2026, with a new expiration date of June 21, 2027. All other terms and conditions of the agreement remain the same.

Should you have any questions, please contact Mr. Saji Varughese. at (516) 571-6951.

Very truly yours,

Michael Kwaschyn

Michael Kwaschyn, P.E.
Commissioner of Public Works

MK:TMG:jd
c: Thomas M. George, Deputy Commissioner of Public Works
Christopher Yansick, Unit Head, Financial Service Unit
Christopher Paggi, Chief Civil Engineer
Gijo Varghese, Civil Engineer IV
Saji Varughese, Project Manager IV
Joseph Cuomo, Planner II
Liji Samuel, Project Manager I
Matt Duffy, Auditing Assistant IV, Office of the Comptroller
Judy Scarlett, Auditing Assistant II, Office of the Comptroller

E-27-22
Certified: 23-JUN-22 -- SALFANO

NIFS ID:CQPW21000023 Department: Public Works

Capital:

SERVICE: Disaster Debris Management Services-H10003-01M

Contract ID #:CQPW21000023 NIFS Entry Date: 08/19/2021 Term: from to

New
Time Extension:
Addl. Funds:
Blanket Resolution:
RES#

1) Mandated Program:	N
2) Comptroller Approval Form Attached:	Y
3) CSEA Agmt. § 32 Compliance Attached:	Y
4) Material Adverse Information Identified? (if yes, attach memo):	N
5) Insurance Required	Y

Vendor Info:	
Name: **Ashbritt, Inc.**	Vendor ID#: [redacted]
Address: 565 E. Hillsboro Blvd. Deerfield Beach, FL 33441	Contact Person: Jackie Ryan
	Phone: 954-725-6992

Department:
Contact Name: Joseph Cuomo
Address: NCDPW 1194 Prospect Ave. Westbury, NY 11590
Phone: 516-571-9489

Routing Slip

Department	**NIFS Entry: X**	**30-AUG-21 -- RD'ALLEVA**
Department	**NIFS Approval: X**	**30-AUG-21 -- RD'ALLEVA**
DPW	**Capital Fund Approved:**	
OMB	**NIFA Approval: X**	**31-AUG-21 -- CNOLAN**
OMB	**NIFS Approval: X**	**31-AUG-21 -- JNOGID**
County Atty.	**Insurance Verification: X**	**30-AUG-21 -- AAMATO**
County Atty.	**Approval to Form:X**	**30-AUG-21 -- DGRIPPO**
CPO	**Approval: X**	**01-SEP-21 -- PARJUNE**

DCEC	**Approval: X**	**01-SEP-21 -- RCLEARY**
Dep. CE	**Approval: X**	**02-SEP-21 -- BSCHNEIDER**
Leg. Affairs	**Approval/Review: X**	**03-APR-22 -- CLEIMONE**
Legislature	**Approval: X**	**11-APR-22 -- CALBERT**
Comptroller	**Deputy: X**	**26-APR-22 -- BJEFFERSON1**
NIFA	**NIFA Approval: X**	**11-MAY-22 -- MWORSHAM**

Contract Summary

Purpose: This is a contract with Ashbritt, Inc. for on-call debris management services to assist NCDPW in the event of severe weather events.
Method of Procurement: RFP was issued May 15, 2020
Procurement History: RFP issued 5/15/20 - six proposals were received. Ashbritt, Inc. was one of two vendors selected.
Description of General Provisions: Agreement with Ashbritt, Inc. for on-call debris management services. The Department is required to be in a state of readiness to respond to significant debris removal demands caused by severe weather events such as hurricanes, microbursts, tropical storms, nor'easters and ice storms. The debris removal management service will perform debris collection, transport and site management, debris reduction & disposal. Ashbritt, Inc. shall be fully responsible for debris management activities assigned by the County, including compliance with applicable Federal, State and Local regulations and supporting the County in pursuit of maximum financial recovery allowable.
Impact on Funding / Price Analysis: The maximum amount is $4 million for a term of 4 years with an optional 1 year renewal. This Agreement will be used only if there is a disaster in Nassau County. There is the potential for FEMA reimbursement for these services.
Change in Contract from Prior Procurement: Not applicable.
Recommendation: (approve as submitted) Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	**GEN**
Control:	**PW01**
Resp:	**0175**
Object:	**DE500**
Transaction :	**CQ**
Project #:	
Detail:	

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract:	
County	$0.01
Federal	$0.00
State	$0.00
Capital	$0.00
Other	$0.00
TOTAL	**$0.01**

LINE	INDEX/ OBJECT CODE	AMOUNT
1	PWGEN0175DE500	$0.01
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00
	TOTAL	$0.01

RULES RESOLUTION NO. – 2022

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, AND ASHBRITT, INC.

WHEREAS, the County has negotiated a personal services agreement with Ashbritt, Inc. for disaster-related debris-monitoring services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorizes the County Executive to execute the said amendment to an agreement with Ashbritt, Inc.

Nassau County, NEW YORK

Contract for Services

For

Disaster Debris Management Services

October 2020

Table of Contents

Exhibit A.....Scope of Services

Appendix A.....Contract for Services
Appendix B.....Payment Schedule
Appendix C..... Program Description and Staffing
Appendix D …….……...……... Nassau County Contract Redaction Policy
Appendix EE …… Equal Employment Opportunities for Minorities and Women
Appendix F ……. County of Nassau Consultant's, Contractor's And Vendor's Disclosure Form
Appendix G ……..... Business History Form
Appendix H .....Principal Questionnaire Form
Appendix I …….…… Byrd Anti-Lobbying Certification
Appendix J .....Federal Clean Air Act and Federal Water Pollution Control Act Contract Clauses
Appenidix K ……..….....Omitted
Appenidix L ...……..... Certificate of Compliance - Living Wage Law
Appendix M ……Omitted
Appendix N ……...……..Omitted
Appendix O .....Omitted
Appendix P ..... Lobbyist Registration and Disclosure Form
Appendix Q .....Political Campaign Contribution Disclosure Form

APPENDIX A
CONTRACT FOR SERVICES

THIS AGREEMENT (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date this Agreement is executed by the County of Nassau, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County") acting on behalf of the County Department of Public Works, having its principal office at 1194 Prospect Avenue, Westbury, New York 11590 (the "Department") and (ii) Ashbritt, Inc., a disaster management firm having its principal office at 565 East Hillsboro Blvd., Deerfield Beach, FL 33441 (the "Firm" or the "Contractor").

W I T N E S S E T H:

WHEREAS, the County desires to hire the Firm to perform the services described in this Agreement; and

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter;

WHEREAS, the Firm desires to perform the services described in this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. The term of this Agreement shall commence on the date on which this Agreement is executed by the County (the "Commencement Date") and terminate four (4) years from the Commencement Date (the "Expiration Date") unless sooner terminated or extended in accordance with its terms. Notwithstanding the foregoing, the Department, in its sole discretion, shall have the right to extend this Agreement for an additional one (1) year by delivering a notice of extension to the Firm at least thirty (30) days prior to the Expiration Date. The Agreement so extended shall be on the same terms, conditions and covenants as during the initial term except that the Expiration Date shall be modified in accordance with the notice of extension. Any work started by the firm, prior to the expiration date of the Agreement, may be completed in its entirety, even if the work is performed beyond the expiration date of the Agreement. An Amendment will not be required for the sole purpose of extending the term of the contract.

2. Services.

(a) The services to be provided by the Firm under this Agreement include disaster-related debris management services. The specific work divisions and deliverables related to this project are more particularly described in the "Detailed Scope of Services," attached hereto and hereby made a part hereof as Exhibit "A".

(b) At any time during the term of this Agreement, the County may, in its sole and absolute discretion, require the Contractor to perform Extra Services. The Firm shall not perform, nor be compensated for, Extra Services without the prior written approval of

the Commissioner or his or her duly designated deputy. The Contractor agrees to perform and the County agrees to pay the Contractor for any such Extra Services in accordance with the terms and conditions contained in this Agreement. As used herein, "Extra Services" means additional services which are (i) generally within the scope of services set forth in this Agreement, (ii) necessary or in furtherance of the goals of this Agreement and (iii) not due to the fault or negligence of the Contractor.

3. Payment.

(a) Amount of Consideration. The amount to be paid to the Firm as full consideration for the Firm's services under this Agreement shall be payable as set forth in the "Payment Schedule," attached hereto and made a hereby part hereof as Exhibit "B". Notwithstanding the foregoing, the maximum amount to be paid to the Firm for the Firm's services under this Agreement shall not to exceed Four Million Dollars ($4,000,000.00).

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Firm in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by a progress report, in a form satisfactory to the County, indicating the percentage and description of work completed and other documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Firm shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Firm and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Firm following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Firm received notice that the County did not desire to receive such services.

(f) Payments Relating to Services Rendered by Subcontractors. The County retains the right, but not the obligation, prior to making any payment to the Firm, to demand that the Firm furnish to the County, proof acceptable to the County, in its sole and absolute discretion, that all due and payable claims made by subcontractors in connection with this Agreement have been paid to date or are included in the amount being requested by the Firm.

4. Ownership and Control of Work Product

(a) Copyrights.

(i) Upon execution of this Agreement, any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement, and any and all drafts and/or other preliminary materials in any format related to such items, shall become the exclusive property of the County.

(ii) Any reports, documents, data, photographs and/or other materials produced pursuant to this Agreement ("Copyrightable Materials") shall be considered "work-made-for-hire" within the meaning and purview of Section 101 of the United States Copyright Act, 17 U.S.C. §101, and the County shall be the copyright owner thereof and of all aspects, elements and components thereof in which copyright protection might exist. To the extent that the Copyrightable Materials do not qualify as "work-made-for-hire," the Contractor hereby irrevocably transfers, assigns and conveys exclusive copyright ownership in and to the Copyrightable Materials to the County, free and clear of any liens, claims, or other encumbrances. The Contractor shall retain no copyright or intellectual property interest in the Copyrightable Materials, and they shall be used by the Contractor for no other purpose without the prior written permission of the County.

(iii) The Contractor acknowledges that the County may, in its sole discretion, register copyright in the Copyrightable Materials with the U.S. Copyright Office or any other government agency authorized to grant copyright registrations. The Contractor shall cooperate in this effort, and agrees to provide any further documentation necessary to accomplish this.

(iv) The Contractor represents and warrants that the Copyrightable Materials: (1) are wholly original material not published elsewhere (except for material that is in the public domain); (2) do not violate any copyright law; (3) do not constitute defamation or invasion of the right of privacy or publicity, and (4) are not an infringement of any kind, of the rights of any third party. To the extent that the Copyrightable Materials incorporate any non-original material, the Contractor has obtained all necessary permissions and clearances, in writing, for the use of such non-original material under this Agreement, copies of which shall be provided to the County upon execution of this Agreement.

(b) Patents and Inventions. Any discovery or invention arising out of or developed in the course of performance of this Agreement shall be promptly and fully reported to the Department, and if this work is supported by a federal grant of funds, shall be promptly and fully reported to the Federal Government for determination as to whether patent protection on such invention shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered in order to protect the public interest.

(c) Pre-existing Rights. In no case shall 4(a) or 4(b) above apply to, or prevent the Contractor from asserting or protecting its rights in any report, document or

other data, or any invention which existed prior to or was developed or discovered independently from the activities directly related to this Agreement.

(d) Infringements of Patents, Trademarks, and Copyrights. The Contractor shall indemnify and hold the County harmless against any claim for any infringement by the Contractor of any copyright, trade secrets, trademark or patent rights of design, systems, drawings, graphs, charts, specifications or printed matter furnished or used by the Contractor in the performance of this Agreement. The Contractor shall indemnify and hold the County harmless regardless of whether or not the infringement arises out of compliance with the scope of services/scope of work.

(e) Antitrust. The Contractor hereby assigns, sells, and transfers to the County all right, title and interest in and to any claims and causes of action arising under the antitrust laws of the State of New York or of the United States relating to the particular goods or services procured by the County under this Agreement.

5. Independent Contractor. The Firm is an independent Contractor of the County. The Firm shall not, nor shall any officer, director, employee, servant, agent or independent Contractor of the Firm (a "Firm Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

6. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

7. Compliance with Law.

(a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Firm is bound by and shall comply with the terms of Appendice (Appendix) "EE" attached hereto and hereby made a part hereof. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

(i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;

(ii) Failure to comply with the Living Wage Law, as amended, constitutes a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.

(iii) On a yearly basis, Contractor shall provide the County with any material changes to its Certificate of Compliance, attached hereto and hereby made a part hereof as Appendix "L."

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protection of Client Information. The Firm acknowledges and agrees that all information that the Firm acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of the County, and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion.

(e) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(f) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The

Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(g) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

(i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;

(ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;

(iii) All Participating Employees will have completed the acknowledgment required by the Vendor Code of Ethics prior to performing work;

(iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;

(v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and

(vi) The Contractor will obtain the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who will participate in procurements for work performed under this Agreement.

8. Minimum Service Standards. Regardless of whether required by Law:

(a) The Firm shall, and shall cause Firm Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation.

(a) The Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Department and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Insurance.

(a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate coverage, (iii) compensation insurance for the benefit of the Contractor's employees (" Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County, and which is (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution

of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

11. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

12. Termination.

(a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Firm, (ii) for "Cause" by the County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By the Firm. This Agreement may be terminated by the Firm if performance becomes impracticable through no fault of the Firm, where the impracticability relates to the Firm's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Firm delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Firm is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Firm's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Firm shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning the Firm's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. Accounting Procedures; Records. The Firm shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Firm is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

14. Limitations on Actions and Special Proceedings against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreementunless:

(a) Notice. At least thirty (30) days prior to seeking relief the Firm shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Firm shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Firm shall allege that the above-described actions and inactions preceded the Firm's action or special proceeding against the County.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Work Performance Liability. The Firm is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Firm is using a Firm Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Firm Agent has been approved by the County.

16. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau

County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

17. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Firm shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Firm, to the attention of the person who executed this Agreement on behalf of the Firm at the address specified above for the Firm, or in each case to such other persons or addresses as shall be designated by written notice.

18. All Legal Provisions Deemed Included; Severability; Supremacy and Construction.

(a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(c) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

19. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

20. Entire Agreement. This Agreement represents the full and entire

understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

21. Administrative Service Charge. The Firm agrees to pay the County an administrative service charge of Five Hundred and Thirty-Three dollars and no cents ($ 533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Firm upon signing this Agreement.

22. Joint Venture.

(a) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Firm and each of the others hereunder; and as such, each acts both as principal and agent of the Firm and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Firm or any other entity, partner or joint venturer hereunder.

(b) If the Firm is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

23. Executory Clause. Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

{Remainder of page intentionally left blank}

IN WITNESS WHEREOF, the Firm and the County have executed this Agreement as of the date first above written.

Ashbritt, Inc.

By:_____
Name: Randy Perkins
Title: Chairman
Date: 11/13/2020

NASSAU COUNTY

By:_____
Name: ARTHUR T. WALSH
Title: Deputy Chief Executive ~~Chief Deputy~~ County Executive
Date: 6-22-22

PLEASE EXECUTE IN BLUE INK

FLORIDA

STATE OF ~~NEW YORK~~)

)ss.:

COUNTY OF ~~NASSAU~~)

BROWARD

On the 13 day of November in the year 2020 before me personally came Randal Perkins to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of [redacted]; that he or she is the Chairman of AshBritt, INC the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Jacqueline Ryan

Jacqueline Ryan
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG321219
Expires 4/8/2023

STATE OF NEW YORK)

)ss.:

COUNTY OF NASSAU)

On the 22nd day of June in the year 2022 before me personally came Arthur T. Walsh to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Nassau; that he or she is a Chief Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Renee Reddy
NOTARY PUBLIC

RENEE S REDDY
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01RE6434298
Qualified in Nassau County
Commission Expires June 6, 2026

Exhibit A

Detailed Scope

Disaster Debris Management Services
Basic Services of the Firm

I. SCOPE OF SERVICES

INTRODUCTION

Nassau County is prone to the potential for significant physical damage resulting from natural disasters such as hurricanes, tropical storms, post-tropical storms, nor'easters and other natural or manmade disasters and emergencies.

As a full-service community providing for the health and safety of public and private assets, efficient and effective collection, removal and disposal of debris is paramount following a disaster event. Therefore, the County is seeking to procure highly experienced and highly qualified Disaster Debris Management Contractor to collect, transfer, and remove debris to protect the health, safety and welfare of County residents and businesses.

The Contractor shall debris management services in preparation for natural disasters, emergencies or other debris generating events. These services include, at no additional cost to the County, participation in annual workshops or planning meetings with County Representatives to establish or review applicable policies and procedures associated with disaster debris management and monitoring and provide the County with a full day training session on the most current FEMA Public Assistance Policy and Procedures Guidelines (PAPPG), FEMA 325 Public Assistance Debris Management Guide, FEMA 327, Public Assistance Debris Monitoring Guide, recent FEMA Disaster Specific Guidance (DSG) , and policy and procedure guides changes.

The Contractor shall adhere to all requirements and regulations established by FEMA, the Federal Highway Administration (FHWA), New York State Department of Transportation (NYSDOT), New York State Division of Homeland Security and Emergency Services (NYSDHSES), New York State Emergency Management Office (SEMO), US Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS) Emergency Watershed Protection (EWP), U.S. Army Corps of Engineers (USACE) Nassau County, and any other governmental agency with jurisdiction over response and recovery actions. In the event of a disaster or emergency, the Contractor shall provide **priority status,** in the way of resources and individuals specified in the Contractor's proposal, to the County and be on-call to provide all support services necessary to ensure the safety and well-being of all residents and visitors to the County. The Contractor may also be called upon throughout the year to render services to assist the County with special needs and events other than full-scale disasters, as determined by the County Executive, or her designee.

It is the County's intent that this Contract be Federal Emergency Management Agency (FEMA) compliant and that this procurement be executed in accordance with Title 2 Code of Federal Regulation (2CFR) requirements to ensure the County is eligible for the maximum eligible reimbursement provided for in accordance with the before noted policies and procedures. FEMA is not a participant in this contract and as such has no authority to direct or impede Contractor or Contractor's resources, that authority lies solely with Nassau County or its authorized representatives.

Nassau County is situated on Western Long Island, bordering New York City, the borough of Queens on the west, and Suffolk County on the east. The population of Nassau County is approximately 1,357,000 with 445,517 households. The County consists of approximately 284.72 square miles of area.

There are two (2) incorporated cities within Nassau County, Glen Cove and Long Beach; three (3) incorporated Towns, Hempstead, North Hempstead, and Oyster Bay and sixty-four (64) incorporated Villages along with sixty (60) unincorporated Hamlets. Any or all of the incorporated municipalities may participate in the terms and conditions of the resulting contract. If a local government requests to participate through the Cooperative Purchasing Agreement the Contractor is required to provide the requested services at the same rate and under the same terms and conditions as presented in this 2 CFR compliant RFP and resulting contract.

It is the intent of Nassau County to allow only local governments and other governmental agencies as meeting the qualification of an eligible sub-applicant as defined in FEMA's Public Assistance Program and Policy Guide (PAPPG) located within its jurisdictional boundaries to utilize this contract by entering into a Cooperative Purchasing Agreement. The Cooperative Purchasing Agreement stipulates that any modifications or changes to this document and resulting contract(s) including but not limited to Contractor requirements, scope, or price be submitted to Nassau County in writing for acceptance and approval as originator of the contract. Nassau County will be the origin of any and all Contract Amendments.

All work set forth in the Scope of Work must be approved by personnel authorized by the County to act as the "County Debris Manager" or the County Debris Manager's authorized representative.

I. Definitions

Aerial Photographs means 8 1/2" x 11" color enlargements of multiple view (usually 3) aerial photographs of debris sites, located within Nassau County, for the purpose of documentation and measuring and calculating cubic yards. Printed on each photograph shall be the company name, date, time and name of location.

Beach Sand means rock material occurring in the form of loose, rounded or angular grains, varying in size from .06 mm to 2 mm in diameter, the particles being smaller than those of gravel and larger than those of silt or clay.

Choke Point means an inspection site where all trucks must pass.

County means the County of Nassau or the County Administration, for whom work is to be conducted pursuant to this RFP and contract.

Clean As You Go Policy means clearing all debris from each street or work zone on the first pass, whenever possible.

Construction and Demolition Debris (C&D Debris) means damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating,

ventilation and air conditioning (HVAC) systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event. (Note: This definition of C&D is for disaster recovery purposes.)

Consultant (or "Contractor") means the successful Proposer, whether a corporation, partnership, individual or any combination thereof, and its successors, personal representatives, executors, administrators and assignees.

Debris Management Contractor (DMC) means the Contractor under contract with the County to provide Disaster Debris Management services and its subcontractors.

Debris Removal Manager means the County's representative duly authorized by the County Administration, County Executive, or Commissioner of the Department of Public Works Director to provide direction to the DMC regarding services provided pursuant to this RFP and resulting contract.

Citizens Convenience Site (Drop-off Site) means a site established for valid residents of Nassau County to drop off storm debris associated with the event Sites may be designated to accept only specific waste streams.

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

Eligible Debris as determined by FEMA's Public Assistance (PA) Program and Policy Guide means debris resulting from a Presidentially declared disaster whose removal, as determined by the County Executive or his designee, is in the public interest because it is necessary to (1) eliminate immediate threats to life, public health and safety; (2) eliminate immediate threats of significant damage to improved public or private property; or (3) ensure economic recovery of the affected community to the benefit of the community at large.

Eligible Small Motorized Equipment means household lawn and home maintenance equipment that is powered and lubricated by a petroleum-based oil and fuel and the recovery and disposal of these flammable and combustible liquids is regulated.

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

NYDEC means the New York Department of Environmental Conservation.

NYSDOT means the New York State Department of Transportation.

FEMA means the Federal Emergency Management Administration.

FHWA means the Federal Highway Administration.

Global Positioning System (GPS) means a global navigation satellite system that provides location and time information in all weather conditions, anywhere on or near the Earth, where there is an unobstructed line of sight to four or more GPS satellites.

Hazardous Limbs means broken limbs or branches that are 2 inches or larger in diameter (measured at the point of break) that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property and pose an immediate threat to public health and safety.

Hazardous Stump means an uprooted tree or stump (i.e., 50% or more of the root ball is exposed) on a public right-of-way, improved public property or improved property owned by certain private nonprofit organizations, and the exposed root ball poses an immediate threat to life, public health and safety.

Hazardous Tree means incident-damaged trees with a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree meets one of the following eligibility criteria; split trunk, broken canopy, leaning at an angle greater than 30 degrees, heartwood exposed, broken root flare.

Hazardous Waste means materials and products from institutional, commercial, recreational, industrial, and agricultural sources that contain certain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive, in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Household Hazardous Waste means used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the U.S. Environmental Protection Agency: 1) toxic; 2) flammable; 3) corrosive; and/or 4) reactive. Examples of Household Hazardous Waste include small quantities of normal household cleaning and maintenance products, latex and oil-based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, and propane gas cylinders in accordance with Environmental Protection Agency (EPA) Section for toxic, flammable, corrosive reaction Resource Conservation and Recovery Act (RCRA) Subtitle C 40 CFR Part 260.

Local Employee means any Consultant employee residing within Nassau County.

Mixed Debris means a mixture of various types of debris including, but not limited to, C&D Debris, White Goods, E-Waste, Household Hazardous Waste, metals, abandoned vehicles, tires, etc.

Notice to Proceed means the written notice given by the County Executive, or her designated representative, to Consultant of the date and time for work to start.

NRCS means Natural Resources Conservation Service

OSHA means the U.S. Department of Labor's Occupational Safety and Health Administration.

PAPPG means FEMA's Public Assistance (PA) Program and Policy Guide

Project Manager means the individual appointed annually by Consultant to be the County's primary point-of-contact and who is responsible for all services and personnel that are provided by Consultant pursuant to this RFP and contract.

Proposer means any person, partnership or corporation submitting a proposal pursuant to this RFP.

Putrescent Waste means organic waste that decays such food waste or animal carcasses.

Temporary Debris Management Site (TDMS) means a location where collected debris is, temporarily stored, reduced, segregated, and/or processed prior to final disposal.

Vegetative Debris means clean, woody debris and other organic materials that can be chipped and mulched.

White Goods Requiring CFC Removal means all appliances; including, but not limited to, refrigerators, freezers, and HVAC units with CFC's intact and requiring removal , storage and disposal in compliance with U.S. Environmental Protection Agency Clean Air Act Section 608 & 609 regulations: Standards for Stationary AC/Refrigerant Service (608), EPA, 40 CFR Part 82, Subpart F.

White Goods means all appliances; including, but not limited to, refrigerators, freezers, stoves, washers, dryers and HVAC units.

II. Project Description

The designated area for debris removal is bounded by the County's jurisdictional boundaries and includes public property and Rights-of-Way ("ROWs"), easements, County parks, and County debris staging areas within the unincorporated areas of the County and may include private and orphan road segments within the jurisdictional boundaries of the County. Any debris removal performed on municipal roadways will be performed as identified and directed by the County Debris Manager or his authorized representative.

The Contractor may be tasked with removal, reduction/management and disposal of eligible storm debris on designated non-FHWA routes on the New York State System Roads within the jurisdictional boundaries of Nassau County. A separate Task Order will be issued for this work if requested by the County. All cost and documentation, including load tickets, debris management, reduction and final disposal cost, manifest and weight tickets, shall be tracked and invoiced separate from all other work. The routes eligible for release to Nassau County from NY Department of Transportation are NON-FEDERAL AID ROUTES within the jurisdictional boundaries of Nassau County.

NY Department of Transportation crews or their designated contractors will remove debris from FEDERAL AID ROUTES. The Contractor shall not remove debris from the ROW on FEDERAL AID ROUTES such as Interstate routes, US-designated routes, NY-designated routes or secondary routes eligible for FHWA reimbursement.

Project Summary and Task Orders

Provide Disaster Debris Management Services on an as-needed basis. The Contractor shall assist in the management of disaster debris collection and disposal operations within its jurisdictional boundaries ensuring compliance with Federal (FEMA and FHWA) requirements and County debris management plans as related to Debris Removal Consultant(s) oversight, truck certification, load ticket preparation and issuing, report precreation, and project administration.

In advance of a potential storm impact, the County will issue (via electronic means) a Task Order Request to the Contractor. The Task Order Request will include a deadline (date/time) for responding with the requested information. Task Order Requests will require the Contractor to provide information on the number of available crews and arrival/mobilization times. Task Order Requests will be sent within a 120-hour window of the forecasted start of storm impacts on Nassau County.

Official written Task Order(s) for the services referenced in this contract will be issued by the County. The Task Order shall be sent via facsimile or email followed by regular mail. Under no circumstances shall the County be liable for any services rendered unless the written Task Order has been sent and received by the Contractor. Contractor must acknowledge receipt of the written Task Order. The County makes not guarantee as to the estimated quantities listed in the Price Schedule. The Contractor may be tasked to perform only specific line items at specified quantities below or above the estimate quantity.

The Contractor shall commence debris management services within twenty-four (24) hours of issuance of Notice to Proceed. The County may issue a Notice to Proceed twenty-four (24) to seventy-two (72) hours prior to a storm event, depending upon the magnitude of the event, in order to allow sufficient time to prepare for commencement of operations. All equipment is to be checked-in with the County Debris Removal Manager. All truck capacities shall be measured, and all trucks shall be numbered. A truck certification list, including measured capacity, truck number, license plate number, name of owner/subcontractor and photographs shall be provided prior to the beginning of any debris removal operation.

III. Overview of Scope and Unit Rate Schedule Items

All debris identified by the County Debris Manager or His Authorized Representative shall be removed. The Contractor shall make a minimum of three complete passes through the County, removing all debris along each street ROW using a 'clean as you go' approach. It is at the County's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the

performance of the contract unless specifically authorized by the County Debris Manager or his authorized representative in writing.

Under the contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency ("FEMA") PAPPG, Publications 321, 322, 323, 325, Fact Sheets, Public Assistance Program and Policy Guide, FP 104-009-02, April 2018 and all applicable State and Federal Disaster Specific Guidance and policies.

Work will include:

1. Examining debris to determine if it meets FEMA eligibility guidelines, determine debris category, determine if the debris is burnable or non-burnable,
2. Loading the eligible debris and transporting it to an approved Debris Management Site (TDMS) or approved final disposal facility,
3. Managing/segregating and reducing the debris at the TDMS,
4. Hauling the reduced debris to an approved disposal facility.

Debris not defined as eligible by PAPPG, FEMA Publication 325 or State or Federal Disaster Specific Guidance or policies will not be loaded, hauled, or dumped under the contract unless written instructions are given to the Contractor by the County Debris Manager or his authorized representative.

It shall be the Contractor's responsibility to load, transport, manage, reduce, and properly dispose of any and all disaster generated debris resulting from an event under which the Contractor was issued a Task Order, unless otherwise directed by the County Debris Manager or his authorized representative, in writing. This includes, but is not limited to:

A. Emergency Clearance (Cut and Toss) Operations

The Contractor may be requested to assist the County in the initial response phase of an event. If the County elects to utilize the Contractor, a Task Order for Emergency Roadway Clearance will be issued with a list of designated roads. The Contractor will "cut and toss" debris clearing a pathway on the designated roads adequate to allow access by emergency vehicles. No debris will be hauled during the Emergency Clearance Operations phase of the project. Work performed under an Emergency Clearance Operations Task Order will be paid based on the Hourly Rates as provided in Schedule 1 Hourly Equipment and Labor Price Schedule.

B. Eligible Vegetative Debris Removal

As outlined in FEMA Publication 325, Eligible Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers.

C. Eligible Construction and Demolition (C&D) Debris Removal

FEMA Publication 325 defines Eligible construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their

components, light fixtures, small consumer appliances, equipment, furnishings and fixtures that are a result of a disaster event.

D. Eligible Demolition, Removal and Transportation of Structures

Disaster damaged public structures determined to be an immediate threat to life, public health and safety by the COUNTY shall be demolished, loaded and transported to a final disposal facility permitted to accept demolition material.

E. Debris Management Site(s) Management and Operation

Site maintenance and monitoring to ensure the site functions efficiently and safely in any environment while receiving, segregating, reducing, staging, outbound loading of debris, and TDMS close-out and restoration.

Initial site development of a new TDMS owned/leased by Nassau County or initial preparation of a previously utilized TDMS owned/leased by Nassau County required to efficiently and safely accept debris will be paid for based on the contract rates established Schedule 1 Personnel and Equipment hourly rate schedule through a County issued Task Order with a Not-To- Exceed cost cap.

F. Grinding of Eligible Vegetative Storm Debris (Reduction)

Reducing eligible vegetative debris staged on the TDMS by mechanical means (tub grinders) into smaller pieces of vegetation to be used as mulch, compost or fuel. Grinding may also be referred to as chipping or mulching. Reduced debris shall be processed with a 4 inch nominal screen incorporated in the final grinding operation.

G. Incineration of Eligible Storm Debris

The use of air curtain or portable air curtain incinerators to burn eligible vegetative debris reducing it to ash.

H. Final Disposal of Eligible Reduced Vegetative Debris to County Approved Final Disposal Facility

Transportation (one way) of reduced debris to a County approved final disposal facility permitted to accept ash or recycling facility permitted to utilize the reduced vegetation (mulch/chips) as a beneficial end use product such as compost or fuel. Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

I. Removal of Eligible Hazardous Trees

Disaster damaged trees approved by the County and qualifying as a FEMA Eligible Hazardous Tree.

J. Removal of Eligible Hazardous Limbs

Disaster damaged or broken hanging limbs approved by the County and qualifying as a FEMA

Eligible Hazardous Limb.

K. Extraction of Eligible Hazardous Stump

Stumps originating in the ROW or in a public use area, attached to a disaster damaged trees, approved by the County and qualifying as a FEMA Eligible Hazardous Stump.

L. Eligible Household Hazardous Waste (HHW) Removal Transport and Final Disposal

The Resource Conservation and Recovery Act (RCRA) define Household Hazardous Wastes (HHW) as materials that are ignitable, reactive, toxic or corrosive. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. Work under the contract will require collection, consolidation, manifest, transport, and final disposal at a County approved Hazardous Waste Treatment, Storage and Disposal Facility (TSDF).

M. Removal of Eligible Abandoned Vehicles

Abandoned vehicles, approved by the County, that pose an immediate threat to lives, public health and safety located within the County ROW or on public use areas.

N. Removal and Final Disposal of Eligible Putrescent Debris

Fleshly organic matter such as animal carcasses and putrefied meats and food waste removed from white good products.

O. Eligible White Goods Removal and Recycling

As outlined in FEMA Publication 325, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only qualified technicians can extract refrigerants from white goods before they can be recycled.

P. Freon Removal from Eligible White Goods

Removal of Freon (ozone depleting compound) from eligible white goods or other refrigerant containing items are required prior to recycling or disposal.

Q. Eligible Small Motorized Equipment Removal and Recycling:

Small tools and motorized equipment containing Petro-chemicals and fuel such as lawnmowers and chainsaws.

R. Eligible Electronic Waste (E-Waste) Recycling

Electronic components that may contain hazardous components such as Televisions, radios, microwaves, monitors, VCR’s, DVD’s, camcorders and computers.

IV. Scope of Work

A. Emergency Clearance

1. Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to clear (cut and toss to the side), only to the extent required, debris from eligible County roadways making them passable for emergency vehicular traffic, clear areas at critical facilities only to the extent required to provide access by emergency vehicles and essential personnel and drainage structure obstructions that are an obvious factor in flooding improved property and causing damage to roadways and bridges. All County Debris Manager designated roadways shall be passable, critical facilities accessible and drainage structures opened within seventy (70) working hours of the issuance of a Task Order from the County to conduct Emergency Clearance work. The Task Order shall have an established Not-To-Exceed cost cap. This may include roadways, critical facilities and drainage structures in municipalities within the County. Clearance of these roadways, critical facilities and drainage structures will be performed as identified by the County Debris Manager or his authorized representative. Maps of the County's maintained roadways can be found in Appendix J.

2. Contractor's Emergency Clearance crews shall be comprised of the following:

   a. One (1) rubber tired or rubber track loading unit with operator (bobcat, loader, etc.);
   b. Two (2) saw men with chainsaws and all required ancillary support equipment.
   c. Four hand labors to assist saw men with debris and relocate debris to the extent required to provide access as described above.
   d. Foreman with pickup truck and all support equipment required to maintain the crew's effective and efficient progress through the work day.

   Each Emergency Road Clearance Crew shall be assigned a unique alpha numeric designation and have each piece of equipment and personnel identified as assigned to that specific crew.

   Modifications to the Emergency Road Clearance Crew's composition may be requested by the Contractor based on the severity of damages and volume of debris to be cleared.

   Additional equipment saw men, climbers with chainsaws, laborers or support vehicles requested by the Contractor after the crews have been field deployed must be approved by the County Debris Manager or his authorized representative or the on-site County Representative.

   Any equipment out of service for a period longer than that required to perform normal maintenance and refueling will be denoted on the crew's daily time sheet as "out of service" and not eligible for payment. Failure on the part of the Contractor's foreman or laborers to perform efficiently and productively shall be noted by the County's on-site Representative.

3. The Contractor will be compensated on the hourly rates submitted in Schedule 1-Hourly Equipment and Labor Price Schedule. A maximum time limit of seventy (70) hours, seven

ten-hour days or any combination of hours/day that adds up to seventy hours of eligible work and is approved by the County, will be allowed for the Task Order unless specifically authorized by the County. The Task Order shall have an established Not-To-Exceed cost cap.

B. Eligible ROW Vegetative Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel, and miscellaneous costs to pick up and transport vegetative debris existing in the County ROW, park, building grounds, and easements to a County approved TDMS(S) or other designated disposal facility. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event.

1. For the purposes of the contract, vegetative debris which is placed in immediate close proximity to the street, staged in a contiguous pile, and which is accessible from the street with loading equipment (i.e. not behind a fence or other physical obstacle) will be removed.

2. Removal of vegetative debris existing in the County will be performed as identified by the County Debris Manager or his authorized representative.

3. Entry onto private property for the removal of vegetative hazards will only be permitted when directed by the County or its authorized representative in writing. The County will provide specific Right-of-Entry ("ROE")/Hold Harmless legal and operational procedures if and when the Contractor is permitted to enter private property.

C. Eligible ROW C&D Debris Removal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs to pick up and transport Construction and Demolition ("C&D") debris existing in the COUNTY ROW, park, building grounds, and easements to a County approved C&D landfill or other County approved final disposal facility. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the federally declared disaster event and not reconstruction.

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

Removal of C&D debris existing in the County ROW will be performed as identified by the County Debris Manager or his authorized representative.

D. Eligible Demolition, Removal, Loading and Transport of Structures

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on public property and under authorization by the Federal Coordinating Officer (FCO) private property within the jurisdictional limits of the County. Further, debris generated from the demolition of structures, as well as scattered C&D debris on private property, will be transported to a County approved designated disposal facility.

1. Removal, loading and transportation of demolished structures and scattered C&D debris on private property will be performed as identified by the County Debris Manager or his authorized representative.

2. Entry onto private property will only be permitted when directed in writing by the County or County's authorized representative. The County will provide specific Right of Entry (ROE)/Hold Harmless legal and operational procedures to the Contractor prior to entry on private property.

3. Contractor is required to strictly adhere to any and all local, state, and federal regulatory requirements for the demolition of structures.

E. TDMS Management, Operations and Security

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to manage, operate, and provide security at the TDMS(s) for the acceptance, management, segregation and staging of disaster related debris. TDMS(s) layout and ingress and egress plan must be approved by the County Debris Manager or his authorized representative. Day to day operations of the TDMS are the responsibility of the Contractor. Site control of the TDMS shall be coordinated with the County Debris Manager or his authorized representative. Authorized access to any contractor provided facilities, on-site, offsite, inspections tower, and ultimate use of the TDMS is at the sole discretion of the County Debris Manager or his authorized representative. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Initial site development of a new TDMS owned/leased by Nassau County or initial preparation of a previously utilized TDMS owner/leased by Nassau County required to efficiently and safely accept debris will be paid for based on the contract established Schedule 1 Personnel and Equipment hourly rate schedule through a County issued Task Order with a Not-To- Exceed cost cap. Any and all materials required to make the new or previously utilized TDMS owned/leased by Nassau County required to efficiently and safely accept debris will be paid for as a pass-through at the documented cost of the material without markup.

1. The management of the TDMS(S) includes assistance in obtaining necessary local, state, and federal permits and operating in accordance with all local, state and federal regulatory agencies. The New York State Department of Environmental Conservation (NYSDEC) representative for Nassau County will be the point of contact.

2. Debris at the TDMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, hazardous stumps, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s) (municipalities located within the County). The Contractor shall provide an adequate number of "spotters" at all hauling units off-loading locations within the TDMS to provide assistance to drivers and remove any contaminates intermingled with the debris. Provisions shall be made for adequate storage of miscellaneous C&D and any other contaminates removed from the vegetative waste stream entering the TDMS.

3. Contractor is responsible for all associated costs necessary to provide the TDMS(s) utilities such as, but not limited to, site office, water, lighting, portable toilets, and monitoring towers.

4. Contractor is responsible for providing the TDMS(s) traffic control on roadways at ingress and egress points to the TDMS and truck routes within the TDMS.

5. Contractor is responsible for providing the TDMS(s) dust control as well as debris, mud and dust control at ingress and egress points to the TDMS(s). An operable water truck shall be available at all time on the TDMS(s).

6. Contractor is responsible for providing County approved twenty-four (24) hour site security.

7. Contractor will only permit Contractor vehicles, hauling units and others specifically authorized by the County or its authorized representative on site(s).

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

9. Contractor is responsible for all associated costs necessary to provide lined containers or containment areas for the segregation of any HHW that may be mixed with disaster debris.

10. Contractor shall provide a tower(s) from which the County or its authorized representative can make volumetric load calls and validate Contractor's trucks are empty when exiting the TDMS(s). The tower provided by the Contractor will at a minimum meet the specifications provided in Section VI.F, Debris Site Tower Specifications of this procurement.

11. Contractor is responsible for operating the TDMS(s) in accordance with OSHA, EPA, and NYDENR guidelines. The Contractor shall be responsible for all cost associated with soil and groundwater pre-use and closure (sampling) monitoring and soil/water removal and disposal as a result of a chemical or petroleum release associated with the TDMS(s) operations. Any release of a chemical or petroleum substance shall be reported to the County Debris Manager or his authorized representative within 2 hours of the release. A formal notification and resulting response, recovery and mitigation actions taken shall be provided within 24 hours of the release. The Contractor shall be responsible for all cost of response, recovery, mitigation, sampling and disposal actions required to return the TDMS to its original condition.

12. Upon completion of haul-out activities, Contractor shall remediate the site to pre- disaster condition at their own expense, abiding by all State and Federal environmental regulatory requirements, and obtain a written release from the County or its authorized representative.

F. Grinding of Eligible Vegetative Storm Generated Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce eligible vegetative storm generated debris by grinding. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. Reduction methods are at the discretion of the County Debris Manager or his authorized representative. Grinding must be approved by the County Debris Manager or his authorized representative prior to commencement of reduction activities.

Reduced debris shall be processed utilizing a 4-inch nominal screen incorporated in the final grinding operation. All un-reduced storm debris must be staged separately at the TDMS(s) and disposed of at a County approved final disposal facility.

G. Incineration of Eligible Storm Debris (Reduction)

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. Reduction methods (air curtain pit and portable air curtain burning) are at the discretion of the County Debris Manager or his authorized representative and in conjunction with NYSDEC requirements and approval.

Incineration must be approved by the County Debris Manager or his authorized representative prior to commencement of reduction activities.

All ash resulting from incineration of vegetative debris shall be handled in such a manner as not to present a fire hazard. A fire watchman/tender shall be present at all times throughout this operation and shall have adequate fire suppression equipment available as well as a reliable means of communications to notify 911 in case of an emergency. Any and all cost associated with an uncontrolled burn of debris will be paid by the Contractor. An uncontrolled burn of the staged vegetative debris shall not be considered reduction of the debris and the Contractor shall not receive compensation for the quantity of debris that was consumed by the uncontrolled burn. The Contractor shall also be responsible for disposal of any and all uncontrolled burn residuals.

All un-reduced storm debris not reduced by the incineration method utilized and incorporated in the ash shall be staged separately at the TDMS(s) and disposed of at a final County approved disposal facility.

Land application of vegetative debris reduced by incineration or open burning is not a final disposal option.

H. Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary to load and transport reduced vegetative debris existing at a County approved TDMS(s) to a final County approved disposal facility.

Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. Compensation will be by the ton/mile, calculated on the number of miles (one way) from the

TDMS where the debris was loaded to the final disposal facility multiplied by the rate entered on Schedule 1-Unit Rate Price Schedule.

All un-reduced storm debris must be transported separately from reduced debris to a County approved final disposal facility.

I. Removal of Eligible Hazardous Trees

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured at breast height (4.5 feet) from the base of the tree existing on the County ROW. Compensation for this work will be based on Schedule 1- Unit Rate Price Schedule rates. Debris generated from the removal of Eligible hazardous trees existing in the County ROW will be placed in the safest possible location on the County ROW and subsequently removed in accordance with scope of services, under the terms, conditions and procedure described in Section V.B Eligible ROW Vegetative Debris Removal. Eligible hazardous leaning trees less than six (6) inches in diameter, measured at breast height, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section V.B Eligible ROW Vegetative Debris Removal. The County will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis.

Eligible hazardous trees will be identified by the County or its authorized representative for removal. Removal of Eligible hazardous trees six (6) inches or greater in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager or his authorized representative. Any disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the County Debris Manager or his authorized representative. For hazardous trees to be removed and Eligible for reimbursement, the tree must be six (6) inches or greater in diameter and meets one or more of the following "Eligible Hazardous Tree" criteria as a direct result of the event:

- More than fifty percent (50%) of the tree crown is damaged or destroyed.
- The tree's trunk is split or branches have been broken off exposing heartwood.
- The tree has been uprooted and partially fallen in a public use area; and/or
- Leaning in excess of thirty (30) degrees, or if the root flair is damaged, thereby creating a safety hazard because of the increased likelihood of the tree being de-stabilized and falling.

NOTE: The County will not pay for the stump attached to a Hazardous Tree as a separate Hazardous Stump pay item.

The County's preference is to have FEMA personnel pre-validate Eligible Hazardous Trees prior to removal

J. Removal of Eligible Hazardous Limbs

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs and other associated costs necessary to remove Eligible Hazardous Limbs. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

Eligible hazardous limbs will be identified by the County or its authorized representative for removal. Removal and placement of Eligible hazardous limbs greater than two (2) inches in diameter existing on the County ROW or private property will be performed as identified by the County Debris Manager or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor in writing, by the County Debris Manager or his authorized representative. In order for hazardous limbs to be removed and eligible for payment, the limb must satisfy all of the following requirements:

- The limb is greater than two (2) inches in diameter at the point of breakage.
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located within the ROW or on improved public property.

After all Eligible Hazardous Limbs removed shall be placed on the ROW in a manner not to create a vehicular or pedestrian hazard, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services in Section V.B Eligible ROW Vegetative Debris Removal.

The County's preference is to have FEMA personnel pre-validate Eligible Hazardous Limbs prior to removal

K. Extraction of Eligible Hazardous Stumps

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic costs, stump void backfill and other associated costs necessary to remove, and final dispose of all eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree originating on the County ROW. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. Note: this is an all-inclusive rate. Further, debris generated from the removal of uprooted stumps existing on the County ROW will be transported to a County approved TDMS(s) and staged at a designated "Hazardous Stumps" location separate from eligible vegetative debris or disposed of at a County approved Final Disposal Site in accordance with all Federal, State and local rules and regulations. Non-Hazardous Stumps measured twenty-four (24) inches from the base of the tree with a diameter of twenty-four (24) inches or less will be considered normal Eligible vegetative debris and removed in accordance with scope of services in Section V.B Eligible ROW Vegetative Debris Removal.

Non-Hazardous Stumps removed and hauled to the TDMS(s), separate from eligible vegetative debris and staged at "Non-Hazardous Stump" designated locations at the TDMS(s), will be converted into a cubic yardage volume based on the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Non-Hazardous stumps loaded and transported to the TDMS(s) mixed with eligible vegetative debris will be incorporated in the hauling unit's overall load assessment at the TDMS(s) observation tower. Stumps of all sizes with less than 49% of the root ball exposed classified as non-hazardous will be ground in place at the direction of the County or its authorized representative. A separate Task Order may be issued for grinding of stumps so these costs can be kept separate from FEMA eligible costs, and compensation will be based on Schedule 1-Unit Rate Price Schedule rates.

Eligible hazardous stumps will be identified by the County or its authorized representative for removal. Removal and transportation of eligible hazardous uprooted stumps existing on the County ROW or private property will be performed as identified by the County Debris Manager or his authorized representative. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the County Debris Manager or his authorized representative. In order for hazardous stumps to be removed and eligible for reimbursement, the stump is required to have a diameter greater than 24 inches when measured 24 inches from its base (where it entered the ground prior to being uprooted by the storm) and also satisfy both following criteria:

- Fifty percent (50%) or more of the root ball is exposed.
- The stump is on County ROW and poses an immediate threat to public health, safety or welfare.

Loose stumps placed on the ROW by others and stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services in Section V.B Eligible ROW Vegetative Debris Removal. The cubic yard volume of the unattached stump will be based off of the diameter conversion using the published FEMA Disaster Assistance Policy 9523.11: Hazardous Stump Extraction and Removal Policy, Stump Conversion Table. Non-Hazardous stumps (less than 49% of the root ball exposed) will be ground in place at the direction of the County or its authorized representative. A separate Task Order may be issued for grinding of stumps, and compensation will be based on Schedule 1-Unit Rate Price Schedule rates. The residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services in Section V.B Eligible ROW Vegetative Debris Removal.

The County or its authorized representative will measure and certify all eligible stumps prior to removal.

The County's preference is to have FEMA personnel pre-validate Eligible Hazardous Stumps prior to removal.

L. Eligible Household Hazardous Waste Removal, Transportation and Final Disposal

Under the contract, work shall consist of all labor, equipment, fuel and miscellaneous costs necessary for the removal, transportation and disposal of Household Hazardous Waste ("HHW"). Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

The removal, transportation, and disposal of HHW includes obtaining all necessary Federal, State and local permitting associated with hazardous waste collection, consolidation, and transportation. The Hazardous Waste Treatment, Storage and Disposal Facility (TSDF) shall be permitted and operating in accordance with all Federal, State and local regulatory agencies.

M. Removal of Eligible Abandoned Vehicle

Under the contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal and haul off of Eligible abandoned vehicles in areas identified and approved by the County. Compensation for this work will be based on

Schedule 1-Unit Rate Price Schedule rates. The removed Eligible vehicles will be hauled to a County approved staging area and subsequently disposed of by the appropriate regulatory agency. The staging area must be equipped with security lighting and fencing, 24 hour security and paved or otherwise impermeable parking surface on which to stage the vehicles.

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

N. Removal and Final Disposal of Eligible Putrescent Debris

Under the contract, work shall consist of the removal of animal carcasses in areas identified and approved by the County and organic debris removed from collected eligible white goods. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. The carcasses will be collected and disposed of in accordance with Natural Resource and Conservation Service (NRCS) specific guidelines. Organic waste removed from white goods shall be collected, treated and disposed of in accordance with US Environmental Protection Agency guidelines for biological hazardous waste.

O. Eligible ROW White Goods Removal and Recycling

Under the contract, work shall consist of all labor, equipment, fuel, maintenance of traffic and miscellaneous costs associated with the removal of, transportation and recycling of White Goods existing on the County ROW. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. White Goods containing refrigerants will be hauled to a County approved staging area where certified technicians will remove the refrigerants. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

The removal, transportation and disposal of White Goods includes obtaining all necessary Local, State and Federal Handling Permits and operating in accordance with all Local, State and Federal regulatory agencies.

The removal of putrescent organic debris from refrigerated appliances will be compensated under the terms and conditions of Section V.N Removal and Final Disposal of Eligible Putrescent Debris.

The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the declared disaster event

P. Freon Removal from Eligible White Goods

Under the contract, work shall consist of the removal and disposal of refrigerants from items containing Freon in areas identified and approved by the County. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. The Freon containing items will be hauled to a County approved staging area under the terms and conditions of Section V.O

Eligible ROW White Goods Removal and Recycling, and subsequently the Freon will be removed and disposed of by a certified technician before the unit is recycled or disposed.

The removal and disposal of Freon includes obtaining all necessary Federal, State and local Permits and the final disposal/recycling facility shall be operating in accordance with all Federal, State and local regulatory agencies.

Q. Eligible Electronic Waste (E-Waste) Removal and Recycling

The contract work shall consist of removal of electronic components from the ROW, transportation of this e-waste to a COUNTY approved staging area, packaging, and transportation to a recycling facility approved by the County. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates.

The recycling facility shall be approved by the County and be in compliance with all Federal, State, and local regulations.

R. Eligible Small Motorized Equipment (SME's) Removal and Disposal

Under the contract eligible small motorized equipment placed within the County right of way will be collected, hauled to a County approved staging area, all liquids evacuated, electronics removed and packaged for proper disposal at a County approved disposal facility in compliance with all Federal, State, and local regulations. Compensation for this work will be based on Schedule 1-Unit Rate Price Schedule rates. The decontaminated SME(s) will be recyclable at a County approved recycling facility. Liquids removed from the SME's and disposal of electronic components removed from the SME's will be compensated based on Schedule 1-Unit Rate Price Schedule rates.

V. Technical Specifications

A. Debris Removal

All debris identified by the County Debris Manager or his authorized representative shall be removed. The Contractor shall make a minimum of three complete passes through the County, removing all debris along each street ROW. It is at the County's discretion to require as many passes as may be required to remove all eligible debris. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the County or its representative. Any eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of the contract unless specifically authorized by the County Debris Manager or his authorized representative in writing.

Contractor shall deliver eligible disaster debris designated to be received at the TDMS(s) to a County approved TDMS(s) permitted to receive disaster generated debris and in compliance with all federal, state, and local regulations. Contractor shall deliver eligible disaster C&D

debris to a County approved final disposal facility permitted to receive C&D debris and is in compliance with federal, state, and local regulations.

Debris shall be reasonably compacted into the hauling vehicle. No limbs shall be allowed to protrude more than six (6) inches beyond the sides of the truck bed. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the blowing of debris out of the hauling vehicle during transport to the disposal site.

All debris will be mechanically loaded. Hauling vehicles that are hand-loaded or that require mechanical assistance for dumping will not be permitted to dump at the TDMS(s), unless approved in advance by the County Debris Manager or his authorized representative.

Loose leaves and small debris in excess of one bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site. Hand crews will be required.

B. Contractor Project Management

Contractor will provide one (1) on-site Project Manager to the County and the County Debris Manager or his authorized representative. The Project Manager shall provide a telephone number to the County with which he or she can be reached for the duration of the project. The Project Manager will be expected to have daily meetings with the County Debris Manager or his authorized representative. Daily meeting topics will include, but not limited to:

- Volumes of each debris category collected.
- Number of each debris category crew confirmed to have worked the previous day, presently working in the project area and their location.
- Geographic areas where debris has been removed and the "pass" associated with work.
- Contractor's overall progress in completing all Task Orders and estimated completion date.
- Any Contractor's coordination issues relating to County Representatives (number of monitors requested for the following day and type of debris operations to be monitored)
- Debris collection and TDMS(s) Site Hazard Analysis/Inspection Report issues and concerns.
- Damage Claims Report and Contractor's progress in closing out claims.

A written Daily Report shall be submitted to the County Debris Manager or his authorized representative each morning prior to the meeting. Refer to Section VI.B regarding reports required content. Frequency of meetings may be adjusted by the County Debris Manager or his authorized representative. Contractor Project Manager must be available twenty-four (24) hours-day, 7 days a week, or as required by the County Debris Manager or his authorized representative.

C. TDMS(s) and Final Disposal Sites

The County will provide the Contractor with potential TDMS(s) locations. Refer to Appendix E. In addition to the TDMS(s) locations provided by the County, the County may task the Contractor with identifying additional TDMS(s) or final disposal locations, subject to approval by the County.

The Contractor will be responsible for returning the TDMS(s) to its original condition, abiding by all local, state, and federal environmental regulatory requirements and subject to final approval by the County.

TDMS(s) presently identified by the County which may be unilaterally relocated.

Additional TDMS(s) Locations to be Determined:

Once potential TDMS(s) locations are determined by the County the Contractor will be provided with address, GPS coordinates and estimated acreage of the identified locations.

Based on the disaster specific scope of work, the County Debris Manager or his authorized representative may task the Contractor with locating and preparing additional sites for use as TDMS(s), subject to approval by the County.

The County does not warrant or guarantee the availability or use of any final disposal site. The Contractor must coordinate directly with owners of all final disposal sites. All final disposal sites must be approved, in writing, by the County Debris Manager or his authorized representative. The Contractor will be responsible for the handling, reduction, and final haul-out and disposal of all reduced and unreduced debris. TDMS(s) operations and remediation must comply with all local, state, and federal safety and environmental standards. Contractor's reduction, handling, disposal, and remediation operations must be approved, in writing, by the County Debris Manager or his authorized representative.

Payment for disposal costs such as tipping fees incurred by the Contractor at permitted disposal facilities, or other County approved sites that meet local, state and federal regulations for disposal, will be made at the cost incurred by the Contractor. Contractor must furnish a copy of the invoice received by the disposal facility, all scale or load tickets issued by the disposal facility correlated with all County issued load tickets, and proof of Contractor payment to the disposal facility. Any revenue generated by the sale of reduced vegetative debris (chips/mulch), white goods or other recovered material shall be retained by the County.

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

The County reserves the right to inspect the TDMS(s), verify quantities and review operations at any time.

D. Use of Local Resources

As per Section 307 of the Stafford Act communities are required to give preference to local Contractors in the award of contracts in major disasters and emergencies to the extent it is feasible and practicable. The County will take Section 307 requirement into consideration during the evaluation of the proposers' response to this RFP and encourages the proposers to identify as such any use of local Contractors included in the required Subcontractor Plan. The proposers will take active measures to solicit and include minority, women-owned, and Labor Surplus Area businesses and Contractors when procuring supplies and equipment, as well as awarding subcontracts and employing workmen.

E. Working Hours

Monday through Sunday, the Contract hours shall only be during daylight hours or as otherwise directed by the County. No work outside these hours shall be allowed unless approved in advance by the County. TDMS(s) work hours beyond daylight hours will be permitted on an as needed basis by Contractor request and approval by the County.

F. County Debris Site Tower Specifications

The Contractor shall provide a minimum of two (2) towers at each dumpsite for the use of County, FEMA, NYDEM, or Nassau County local government representatives during their inspection of dumping operations. The inspection platform of the tower shall be constructed at a minimum height of thirteen (13) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides, and be provided with appropriate railings and a stairway. Platform shall be fully enclosed, starting from platform floor level and extending up to the roof on all four (4) sides. The tower shall have sliding windows on 3 sides and a door with window on the 4th side. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Section V.E TDMS Management, Operations and Security. Every tower will have access to a reliable power source with a minimum of two outlets suitable to provide safe and adequate power to a computer or other electronic devices. A twenty (20) pound ABC fire extinguisher, first aid kit, and extra personal protection equipment for visitors shall also be provided at the tower locations.

The Contractor shall provide two portable toilets and one (1) hand washing station at a safe location in proximity of the observation tower at each TDMS for the use of County representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any TDMS operations and kept in a sanitary condition by the Contractor throughout the duration of operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of Section V.E TDMS Management, Operations and Security and will be paid based on Schedule 1-Unit Rate Price Schedule rates.

Care shall be taken to place tower at a sufficient distance away from any reduction operations. If necessary, load assessment and off-loading of trucks may be temporarily suspended by the County Debris Manager or his authorized representative due to unsuitable conditions at the tower.

G. Equipment

All trucks and other equipment must be in compliance with all applicable local, state, and federal rules and regulations. Any truck used to haul debris must be capable of rapidly 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. It shall be the contractor's responsibility to ensure that all equipment is in safe operating condition and the operators hold valid licenses in the proper class.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front, both sides, tailgate and are constructed in a manner to withstand severe operating conditions. The

sideboards are to be constructed at a minimum of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. In order to ensure compliance, equipment will be inspected by authorized County representatives prior to its use by the Contractor. The County's decision will be final. Un-repaired, broken or otherwise damaged bed and tail gate extensions will require re-certification of the truck after repairs have been made by the contractor.

Trucks or equipment designated for use under the contract shall 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. The County reserves the right to require the Contractor to dismiss or remove from the project any laborers as the County sees necessary. Any debris removal hauling units, crews or personnel dismissed from the project shall not be permitted to work on any other debris project within the jurisdictional boundaries of Nassau County and must have their County issued Truck Certification returned to the County and the certification placard removed from the truck and destroyed.

Equipment used under the contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on roadway debris removal by the County Debris Manager or his authorized representative.

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

H. 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 workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. The County Debris Manager, neither his authorized representative nor the County representative shall sign any additional load or unit rate tickets until the safety item is corrected.

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 work, and the safety of 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. Suitable warning signs shall be provided to properly control and direct traffic.

All barricades, warning signs, lights, temporary signals, other protective devices, flag persons and signaling devices shall conform to the minimum requirements as set out in the Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI, prepared by the National Joint Committee on Uniform Traffic Control Devices and current at the time work is being performed.

The expense incurred by the Contractor for Traffic Control shall be included within the submitted rates on Schedule 1-Unit Rate Price Schedule. No additional compensation for traffic control will be made.

I. Damage to Public or Private Property

Contractor is responsible for all damage, injury or loss to any property.

Contractor shall restore all disturbed areas to their original condition, including re- grading, use of rye grass and permanent grass and any other means determined to be necessary.

Contractor failure to restore damage to public or private property to the satisfaction of the County will result in the County withholding retainage money in an amount sufficient to make necessary repairs.

J. Existing Utilities

Some trees and debris which are to be removed under the contract may be blocked or entangled with overhead power, telephone, television cables, and fiber optic cables. In addition, some stumps may be entangled with underground electric, gas, water, or telecommunications utilities. 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. Contractor shall pay all such costs to the utility company for any adjustments.

Contractor shall make the necessary repairs or pay all costs incurred to repair damaged utilities, as determined by the affected utility company. Repairs to all municipal and privately-owned water and sewer facilities shall be made by the Contractor.

K. Environmental Protection

All chemicals of whatever nature used during project construction or furnished for project operation must show EPA or USDA approval certification. Their use and disposal of all residues shall be in strict compliance with instructions.

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 Debris Manager or his authorized representative. Contractor shall comply in a timely manner with all directions of the County Debris Manager, his authorized representative, or on-site County representative regarding the use of a water truck or other approved dust abatement measures.

The Contractor shall comply with all Laws, Rules Regulations and Ordinances regarding environmental protection.

L. Documentation and Measurement

1. Truck Certification:
   Prior to beginning any work, the County, or its representative, shall clearly 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. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified by an authorized County representative each time it returns to work from other contracts or communities.

   Contractor is responsible for ensuring that all Subcontractors maintain valid driver's licenses and equipment legally fit for travel on the road.

2. Load Tickets: ADMS
   The County may request the Contractor to provide five (5) part Load Tickets to use for small and short duration incidents/event where County staff are acting as the monitors for the project Task Order. Use of the Contractors Load Tickets will only be considered if the information on the load ticket meets FEMA PAPPG and Debris management Guide Publication 325 recommendations. **On all other events where the County executes a Task Oder with a monitoring contractor (separately procured by the County) an ADMS will be used to track debris quantities removed.**

3. Reports:
   The Contractor shall submit a report each morning prior to the scheduled Daily Briefing referenced in Section V.B. 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.

   The report shall include but is not limited to the following:
   - Estimated Daily and cumulative totals of each type of debris collected.
   - Estimated number of days to complete the Task Order.
   - Total number of load tickets indicating the number of each issued for every debris category removed the previous day.
   - Location map showing cumulative and previous days roadways and public areas the Contractor has completed; indicating the "pass" crews are presently working.
   - Number of crews and their work assignment (1) utilized the previous day, (2) assigned to work for the present day and (3) anticipated for the following day.
   - TDMS(s) Site Hazard Analysis/Inspection Report.

M. Coordination with Debris Monitoring Consultant

The Contractor(s) shall work with the County's Debris Monitoring Consultant(s) to ensure proper and complete record keeping of all debris management efforts in accordance with all applicable specifications and requirements.

IV. Performance Requirements

Performance Bond (At Contract Execution): The Contractor shall post a Performance Bond in the amount of one million dollars ($1,000,000.00) at execution of this Contract. This "Good Faith" Performance Bond is in place to ensure the Contractor will respond to a request for services and Task Order from the County as prescribed in this RFP and subsequent contract. This Performance Bond will be renewed no later than the annual date of the contract's execution. A copy of this Performance Bond shall be submitted annually to the Nassau County Contract Administrator, failure to provide this Performance Bond shall result in termination of the contract. At such time as the Contractor accepts and executes a Task Order in response to a request for services following a disaster the Good Faith Performance Bond may be terminated. Upon completion of the disaster project and Performance and Payment Bonds required by the project have been released by the County the one-million-dollar ($1,000,000.00) Performance Bond must be reinstated.

Performance and Payment Bond (Event Activated): The Contractor shall post a Performance and Payment Bond in the amount of 100% of an event's estimated contract cost. The COUNTY reserves the right to establish the amount of Performance and Payment Bond based on the estimated contract price, SCHEDULE 1 – UNIT RATE PRICE

SCHEDULE, at the time of the event. The estimated cost to complete the project will be based on the size, severity and type of debris generating event. The bond shall continue throughout the contract execution period, from **when** the COUNTY DEBRIS MANAGER issues a Notice to Proceed and Task Order, until such time as the scope of work contained in the contract is completed as determined by the COUNTY DEBRIS MANAGER or his authorized representative.

These bonds shall remain in effect at least one (1) year after the date when final payment becomes due for a County Task Order initiated project or until the County determines the bond may be reduced or is no longer required. The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of New York and shall become effective upon the execution of the Task Order. The surety bonds must be in the form as provided by Surety Association of America, the American Institute of Architects (AIA) (A311),), Associated General Contractors of America, Engineers Joint Contract Documents Committee, American Consulting Engineers Council, American Society of Civil Engineers, and the Construction Specification Institute without any variations in there from or in any other form authorized by N.Y.G.S.

The Contractor shall provide surety bonds wherein Surety waives notice of any and all modifications, omissions, additions, changes and advance payments or deferred payments in or about the contract, and agrees that the obligations undertaken by the bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, and advance payments or deferred payments. The surety bonds must set forth no requirement that suit be initiated prior to the time stipulated in applicable New York Statutes of Limitations.

APPENDIX B
PAYMENT SCHEDULE

Amount of Consideration. Payments to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, inclusive of all labor, overhead and other direct costs, shall not exceed **Four Million Dollars ($4,000,000.00),** and shall be payable as follows, and in accordance with the Detailed Scope (Exhibit "A"), all payable upon submission of claim Vouchers and other documentation by the Contractor in accordance with this Agreement and all applicable policies and requirements. Estimated quantities in Schedule 1 are for guidance only. Payments will be calculated based on actual quantities for each category.

SCHEDULE 1 – HOURLY EQUIPMENT AND LABOR PRICE SCHEDULE

Equipment Type – Ref. to RFP Section V.A Emergency Clearance	Hourly Equipment Rate
Bobcat Loader, 60 Hp, w/grapple, w/Operator	$110.00
Bucket Truck w/Operator (lift height)	$205.00
Crash Truck w/Impact Attenuator and driver	$140.00
Dozer, Tracked, D5 or similar w/Operator (Wt./Hp)	$150.00
Dozer, Tracked, D6 or similar w/Operator (Wt./Hp)	$175.00
Dozer, Tracked, D7 or similar w/Operator (Wt./Hp)	$185.00
Dozer, Tracked, D8 or similar w/Operator (Wt./Hp)	$225.00
Dump Truck, 18 CY-20 CY w/CDL Driver	$155.00
Dump Truck, 21 CY-30 CY w/CDL Driver	$165.00
Dump Truck, 31 CY-70 CY w/CDL Driver	$175.00
Dump Truck 70 CY-110 CY w/CDL Driver	$205.00
Generator/ Light Plant w/fuel and maintenance(Specify KW)	$35.00
Grader w/12' Blade and Operator (Wt./Hp)	$160.00
Hydraulic Excavator, 1.5 CY (Wt.&Hp) w/Operator	$160.00
Hydraulic Excavator, 2.5 CY (Wt.&Hp) w/Operator	$170.00
Knuckle boom Loader,10,000 lb. Capacity w/Operator	$285.00
Lowboy Trailer w/Tractor and Driver	$175.00
Mobile Crane (Adequate for hanging limbs/leaning trees) w/Operator (lift Capacity)	$350.00
Pickup Truck, .5 Ton	$18.00
Pickup Truck, 1.0 Ton	$24.00

Truck, Flatbed w/Driver (Model &Hp)	$50.00
Water Truck,3,000-5,000 gal w/CDL Driver (List tank capacity)	$111.32
Wheel Loader, 2.5 CY, 950 or similar (Wt.&Hp) w/Operator	$185.00
Wheel Loader, 3.5 – 4.0 CY, 966 or similar (Wt. & Hp) w/Operator	$195.00
Wheel Loader, 4.5 CY, 980 or similar (Wt.&Hp) w/Operator	$205.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY (Wt.&Hp) w/Operator	$135.00
Other – Provide Separate List (Wt.&Hp) w/Operator	

Labor Category	**Hourly Labor Rate**
Operations (Project) Manager w/communications and Pickup	$140.00
Crew Foreman w/Cell Phone and Pickup	$80.00
Certified Tree Climber with Chainsaw	$110.00
Certified Chainsaw Operator (saw man)	$60.00
Laborer w/small tools, traffic control, or flag person	$50.00

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE

Reference to RFP Sections V.B-R

V.B	**Eligible ROW Vegetative Debris Removal (Collect & Haul)**	**Est. Quantity (Cubic Yards)**	**$ Per CY**	**Total**
	Work consists of removal and transport of vegetative debris on the ROW to a COUNTY approved TDMS or other designated disposal facility.	100,000	$17.00	$1,700,000.00
	***Alternative Price by Ton (do not include in Total)**			
V.C	**Eligible ROW C&D Debris Removal (Collect & Haul)**	**Est. Quantity (Tons)**	**$ Per Ton**	**Total**
	Work consists of removal and transport of C&D debris on the ROW to a COUNTY designated disposal facility.	40,000	$102.00	$4,080,000.00
V.D	**Eligible Demolition, Removal, and Transport of Structures**	**Est. Quantity (Tons)**	**$ Per Ton**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to demolish structures on private property.	50,000	$130.00	$6,500,000.00
V.E	**TDMS Management and Operations**	**Est. Quantity (Cubic Yards)**	**$ Per CY**	**Total**
	Work consists of the management and operation of TDMS(s) for acceptance, management, segregation and staging of disaster related debris.	500,000	$3.00	$1,500,000.00
	***Alternative Price by Ton (do not include in Total)**			
V.F	**Grinding of Eligible Vegetative Storm Debris (Reduction of Storm Generated Debris)**	**Est. Quantity (Cubic Yards)**	**$ Per CY**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by grinding.	500,000	$3.00	$1,500,000.00
	***Alternative Price by Ton (do not include in Total)**			
V.G	**Incineration of Eligible Storm Debris (Reduction of Storm Generated Debris)**	**Est. Quantity (Cubic Yards)**	**$ Per CY**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs necessary to reduce storm generated debris by incineration.	500,000	$3.00	$1,500,000.00
	***Alternative Price by Ton (do not include in Total)**			

***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

V.H	Disposal of Eligible Reduced Vegetative Debris at County Approved Final Disposal Site	Est. Quantity (Tons)	$ Per Ton	Total
	Work consists of loading and transport of reduced debris from a County TDMS to a Final Disposal Facility. Distance measured from TDMS to Final Disposal Site			
	Haul distance 0 to 24.9 miles	250,000	$45.45	$11,362,500.00
	Haul distance 25 to 49.9 miles	150,000	$52.25	$7,837,500.00
	Haul distance 50 to 99.9 miles	50,000	$56.38	$2,819,000.00
	Haul distance over 100 miles	50,000	$66.00	$3,300,000.00

V.I	Removal of Eligible Hazardous Trees	Est. Quantity (Trees)	$ Per Tree	Total
	Work consists of removing hazardous trees.			
	6 inch to 12.99 inch diameter	100	$150.00	$15,000.00
	13 inch to 23.99 inch diameter	50	$295.00	$14,750.00
	24 inch to 35.99 inch diameter	50	$420.00	$21,000.00
	36 inch to 47.99 inch diameter	20	$475.00	$9,500.00
	48 inch and larger diameter	5	$900.00	$4,500.00

V.J	Removal of Eligible Hazardous Limbs	Est. Quantity (Trees)	$ Per Tree	Total
	Work consists of removing (cutting) hazardous limbs from trees. Unit price is per tree.	300	$95.00	$28,500.00

V.Ka	Extraction of Eligible Hazardous Stumps	Est. Quantity (Stumps)	$ Per Stump	Total
	Work consists of removing hazardous stumps, backfill, transport and final disposal. All inclusive price.			
	Greater than 24 inch to 36.99 inch diameter	100	$290.00	$29,000.00
	37 inch to 48.99 inch diameter	40	$570.00	$22,800.00
	49 inch and larger diameter	5	$750.00	$3,750.00

V.Kb	Grinding of non-Hazardous Stumps with less than 49% root ball exposed	Est. Quantity (Stumps)	$ Per Stump	Total
	Work consists of grinding stumps in place with less than 49% root ball exposed. A separate Task Order will be issued.			
	Under 36.99 inch diameter	100	$290.00	$29,000.00
	37 inch to 48.99 inch diameter	40	$570.00	$22,800.00
	49 inch and larger diameter	5	$750.00	$3,750.00

V.L	Eligible HHW Removal, Transport and Disposal	Est. Quantity (Pounds)	$ Per LB	Total
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and disposal of Eligible Household Hazardous Waste at County approved TSDF.	100	$25.00	$2,500.00
V.M	**Removal of Eligible Abandoned Vehicles**	**Est. Quantity (Each)**	**$ Per Unit**	**Total**
	Work consists of the removal of Eligible abandoned vehicles in areas identified and approved by the County and subsequently transported to a County approved staging area.	10	$345.00	$3,450.00

***All Alternative Pricing by Ton must be completed for the bid to be considered responsive.**

SCHEDULE 1 - UNIT RATE PRICE SCHEDULE (cont.)

V.N	**Removal and Final Disposal of Eligible Putrescent Debris**	**Est. Quantity (Tons)**	**$ Per Ton**	**Total**
	Work consists of the removal of food products from staged white goods and removal of animal carcasses approved by the County and final disposal in County approved facility.	40	$375.00	$15,000.00
V.O	**Eligible White Goods Debris Removal and Recycling**	**Est. Quantity**	**$ Per Unit**	**Total**
	Work consists of all labor, equipment, fuel and miscellaneous costs for removal, transportation and recycling of White Goods.	300	$85.00	$25,500.00
	***Alternative Price by Ton (do not include in Total)**			
V.P	**Freon Removal from Eligible White Goods**	**Estimated Quantity**	**$ Per Unit**	**Total**
	Work consists of the recovery and disposal of refrigerants from items containing Freon.	300	$55.00	$16,500.00
V.Q	**Eligible Electronic Waste (e-waste) Removal and Recycling**	**Est. Quantity**	**$ Per Units**	**Total**
	Work consists of the removal, transportation to County approved staging area and packaging for recycling.	50	$35.00	$1,750.00
	***Alternative Price by Ton (do not include in Total)**			
V.R	**Eligible Small Motorized Equipment Removal and Disposal**	**Estimated Quantity**	**$ Per Unit**	**Total**
	Work consists of collection, oil and fuel recovery and disposal and recycling at a County approved facility.	50	$75.00	$3,750.00
	Total Estimate Contract Price	$42,371,800.00		

APPENDIX EE
EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(a) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(b) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(c) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(d) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(e) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(f) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the

contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(g) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(h) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(i) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(j) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.

b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.

c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars ($25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars ($100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation

c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation

d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.

e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.

f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation

g. If an M/WBE is rejected based on cost, the County Contractor must submit a list of all sub-bidders for each item of work solicited and their bid prices for the work.

h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation

i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

APPENDIX I

BYRD ANTI-LOBBYING CERTIFICATION

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION
(To be submitted with each bid or offer exceeding $100,000)

The undersigned, [Company] AshBritt, Inc. certifies, to the best of his or her knowledge, that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, [Company] 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. § 3801 *et seq.*, 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

10/20/2020
Date

APPENDIX J

FEDERAL CLEAN AIR and FEDERAL WATER POLLUTION CONTROL ACT CONTRACT CLAUSES

Clean Air Act
(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*.

(2) The contractor agrees to report each violation to the New York State Department of Environmental Conservation and understands and agrees that the New York State Department of Environmental Conservation will, in turn, report each violation as required to assure notification to the County of Nassau, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

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

(2) The contractor agrees to report each violation to the New York State Department of Environmental Conservation and understands and agrees that the New York State Department of Environmental Conservation will, in turn, report each violation as required to assure notification to the County of Nassau, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office

(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

APPENDIX L
CERTIFICATE OF COMPLIANCE

Contract Appendix L
Certificate of Compliance

In compliance with Local Law 1-2006, as amended, the Proposer/Bidder hereby certifies the following:

1. The chief executive officer of the Proposer/Bidder is:

   Brittany Perkins Castillo (Name)

   565 E. Hillsboro Blvd., Deerfield Beach, FL 33441 (Address)

   (954) 725-6992 (Telephone Number)

2. The Proposer/Bidder agrees to comply with the requirements of the Nassau County Living Wage Law, and with all applicable federal, state and local laws.

3. In the past five years, Proposer/Bidder _____ has ✓ has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed by the Proposer/Bidder, describe below:

   AshBritt has not been found in violation of labor code violations; however, in 2018 two liens were assessed on AshBritt for failure of a subcontractor to make wage payments. Final claims as to AshBritt amount to less than $7,500.

4. In the past five years, an administrative proceeding, investigation, or government body-initiated judicial action ✓ has _____ has not been commenced against or relating to the Proposer/Bidder in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

   On February 11, 2019, AshBritt was cited by the California Department of Industrial Relations for an allegedly inadequate injury and heat illness prevention program. Proposed citation penalties were $200.00 and $300.00, respectively. The first was withdrawn, and the second reduced to a notice in lieu of citation.

Subsequent to the 2018 Northern California wildfire clean-up, an AshBritt subcontractor, ABC Landscaping & Excavation, Inc. ("ABC"), was charged with failing to pay proper wages and benefits to its employees. Approximately 17 employees filed claims with the California Department of Industrial Relations, Labor Commissioner's Office, including alleging AshBritt was responsible as a co- or joint employer. AshBritt takes such claims very seriously and immediately worked to address any issues. AshBritt has not found to be a joint employer; however, two of the seventeen claims were assessed against AshBritt as the contract holder. Final claims as to AshBritt amount to less than $7,500.

5. Proposer/Bidder agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

B. Hany P Castillo

Dated 06/10/2020

Signature of Chief Executive Officer

Brittany Perkins Castillo

Name of Chief Executive Officer

Sworn to before me this

10th day of June, 20 .

Jacqueline Ryan

Notary Public

Jacqueline Ryan
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG321219
Expires 4/8/2023