

**AMENDMENT NO. 1
FOR
DISASTER-RELATED DEBRIS MANAGEMENT SERVICES
WITH
ASHBRITT, INC.**

This AMENDMENT is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California and the Orange County Flood Control District, a body corporate and politic, (collectively referred to as “County”) and Ashbritt, Inc. with a place of business at 565 E. Hillsboro Blvd., Deerfield Beach, FL 33441 (“Contractor”), with County and Contractor sometimes referred to as “Party” or collectively as “Parties.”

RECITALS

WHEREAS, Contractor and County entered into Contract MA-080-22010092 for Disaster-Related Debris Management Services, effective November 23, 2021 through November 22, 2024 (“Contract”); and,

WHEREAS, the Parties now desire to add Article DD; and,

WHEREAS, the Parties now desire to renew the Contract for two (2) years, effective November 23, 2024 through November 22, 2026; and,

WHEREAS, the Parties now desire to revise Attachment B; and,

NOW, THEREFORE, the Parties mutually agree as follows:

AMENDMENT TO CONTRACT ARTICLES

1. Article DD shall be added to read as follows:

DD. **Levine Act Requirements:** Contractor agrees to comply with Government Code Section 84308. Contractor further agrees to disclose to the County any contribution made to any members of the Board of Supervisors or County Agency Officers by Contractor, Contractor’s agent or lobbyist, or, if applicable, any subcontractor(s) for the twelve (12) months prior to and twelve (12) months following the approval, renewal, or extension of this Contract.

2. Article 2 of the Contract shall be amended to include the following:

Contract shall be renewed for two (2) years from November 23, 2024 through November 22, 2026, unless otherwise terminated as provided herein.


3. Attachment B shall be removed and replaced with the Attachment B as attached hereto.


4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment on the date first above written.

ASHBRITT, INC.*

<small>DocuSigned by:</small>			
	Charles "Dow" Knight	Secretary	4/25/2024
<small>30B1DDCE2FBB41F...</small>	Name	Title	Date
Signature			

<small>DocuSigned by:</small>			
	Brittany Perkins Castillo	CEO	4/29/2024
<small>195FF197D2FB40F...</small>	Name	Title	Date
Signature			

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

DISTRICT AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
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APPROVED AS TO FORM:

County Counsel

By	
	Deputy
Date	4/29/2024

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT B
PAYMENT/COMPENSATION**

1. **COMPENSATION:** This is a usage Contract between the County and Contractor for Disaster-Related Debris Management Services, as provided in Attachment A, Scope of Work. The Respondent agrees to accept the specified compensation as set forth in the final negotiated contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Respondent of all its duties and obligations hereunder. The Respondent shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **FEES AND CHARGES:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

a. Price Breakdown			
Item	Task Description	Unit Measure	Price
U000	Project Management/Technical Assistance/Annual Training	N/A	\$0.00
U001	<i>Rights of Way (ROW) Vegetative Collection Rate</i>		
U002	0-5 miles to debris management site	Cubic Yard	\$11.39
U003	6-10 miles to debris management site	Cubic Yard	\$12.43
U004	11-15 miles to debris management site	Cubic Yard	\$13.47
U005	16-20 miles to debris management site	Cubic Yard	\$15.55
U006	21-30 miles to debris management site	Cubic Yard	\$17.63
U007	31-60 miles to debris management site	Cubic Yard	\$19.71
U009	<i>Rights of Way (ROW) Construction & Demolition Collection Rate</i>		
U010	0-5 miles to debris management site	Cubic Yard	\$12.43
U011	6-10 miles to debris management site	Cubic Yard	\$13.47
U012	11-15 miles to debris management site	Cubic Yard	\$14.51
U013	16-20 miles to debris management site	Cubic Yard	\$16.59
U014	21-30 miles to debris management site	Cubic Yard	\$18.67
U015	31-60 miles to debris management site	Cubic Yard	\$20.75
U024	<i>Management of TDSRS and Debris Processing</i>		
U025	Site preparation and management	Cubic Yard	\$2.96
U026	Debris processing/reduction, by grinding (Vegetative)	Cubic Yard	\$2.47
U027	Debris processing/reduction, by burning (Vegetative)	Cubic Yard	\$1.82
U028	Debris processing/reduction, by compaction (C&D)	Cubic Yard	\$2.72
U030	<i>Debris Disposal (to Final Destination, Landfill)</i>		
U031	Final disposal of reduced/compacted materials, 0-15 miles	Cubic Yard	\$5.34
U032	Final disposal of reduced/compacted materials, 16-30 miles	Cubic Yard	\$6.22
U033	Final disposal of reduced/compacted materials, 31-60 miles	Cubic Yard	\$7.11
U034	Transporting processed debris to final disposal (>60 miles). •Disposal Tipping Fee is a pass-through cost.	Cubic Yard/Mile	\$0.29
U036	<i>Hazardous Stump Removal & Collection</i>		
U037	Stump extraction and hauling to TDSRS (> 24" to 36" diameter)	Per Stump	\$306.80

Attachment A

U038	Stump extraction and hauling to TDSRS (> 36" to 48" diameter)	Per Stump	\$468.00
U039	Stump extraction and hauling to TDSRS (> 48" to 60" diameter)	Per Stump	\$670.80
U040	Stump extraction and hauling to TDSRS (> 60" to 72" diameter)	Per Stump	\$540.80
U042	Backfill Material (Compatible soil to fill stump voids)	Cubic Yard	\$23.12
Item	Task Description	Unit Measure	Price
U051	<i>Hazardous Trees & Dangerous Hanging Limbs (Hangers)</i>		
U053	Trees on or in ROW, 6-12" diameter	Per Tree	\$165.36
U054	Trees on or in ROW, 13-24" diameter	Per Tree	\$342.16
U055	Trees on or in ROW, 25-48" diameter	Per Tree	\$612.56
U058	Hanging/Damaged branches and limbs (hangers)	Per Tree	\$171.60
U060	<i>Other Unit Services</i>		
U061	Dead Animal Carcass hauling and disposal	Per Pound	\$5.01
U062	Household Hazardous Waste (HHW) removal and disposal	Per Pound	\$20.75
U064	White Goods removal, collection and hauling (to DMS/FDS)	Each	\$106.34
U065	Freon management & recycling (at work site/DMS/FDS, as applicable)	Each	\$107.12
U066	Electronic Waste (E-waste) removal (load, haul and dump at DMS/FDS [recycler] with permissions)	Each	\$115.44
U070	Storm Sewer and culvert cleaning (to include all necessary equipment/materials)	Linear Foot	\$49.92
U071	Abandoned Vehicle Removal (tow/transfer passenger vehicle)/*	Each	\$329.68
U072	Abandoned Vehicle Removal (tow/transfer recreational vehicle up to 24')/*	Each	\$609.44
U073	Operation of secure aggregation site for vehicles and vessels	Foot	\$2,465.84
U077	Hazardous Waste Containment Area Construction (as applicable, TDSRS, DMS)	Each	\$8,788.00
U078	<i>Some special unit services (*) may require unique considerations with respects to scope of work as they may require unexpected additional effort. As such, at the discretion of the County and AshBritt further negotiation may be needed on a case by case basis.</i>		
U079	Wildfire Response/Recovery Specific Unit Prices		
U080	Performance Bond, Payment Bond and Pollution liability Insurance	Lump Sum	TBD
U081	Mobilization to Project Area, Debris Removal Crew	Each Crew	\$6,240.00
U082	Community Dust Control	Crew Day, Each Crew	\$1,664.00
U083	Community Street Sweeping	Crew Day, Each Crew	\$1,695.20
U084	Community Traffic Control	Crew Day, Each Crew	\$1,861.60
U085	Traffic Control Pilot Car & Operator	Crew Day, Each Crew	\$1,040.00
U086	Traffic Control Additional Flagger (when necessary)	Crew Day, Each Crew	\$832.00
U087	Portable Changeable Message Sign	Crew Day, Each Crew	\$208.00
U088	Asbestos Abatement, Three-Person Asbestos Abatement Crew	Crew Day, Each Crew	\$4,784.00
U089	Asbestos Abatement, Per Yard Costs for proper Transport & Disposal	Cubic Yard	\$71.76

Attachment A

U090	Miscellaneous Metals Collection and Loading	Ton	\$82.16
U091	Burned Debris & Ash Collection and Loading	Ton	\$82.16
U092	Contaminated Soil and Residual Ash Collection and Loading	Ton	\$82.16
U093	Concrete Collection and Loading	Ton	\$63.44
U094	Contaminated Soil - Lot Re-Scrape	Ton	\$65.52
U095	Erosion Control - Hydromulch of ash footprint	Lot	\$1,508.00
U096	Vehicle (Burned Hulks) Collection and Loading	Each	\$624.00
U097	Debris Removal Crew Cost (Only to be used on hard to access properties)	Crew Day, Each Crew	\$6,240.00
U098	Miscellaneous Metals Transportation	Ton-Mile	\$1.61
U099	Burned Debris & Ash Transportation	Ton-Mile	\$1.30
U100	Concrete Transportation	Ton-Mile	\$1.30
U101	Contaminated Soil and Residual Ash Transportation	Ton-Mile	\$1.30
U102	Hazard Tree and Slash (Burned) Transportation, after cutting of Tree & Slash	Ton-Mile	\$1.56
U103	Property Owner Assistance (when necessary, 2 Hour Maximum)	Per Crew Hour	\$520.00
U104	Aggregate Base Rock Application (when necessary)	Ton	\$88.40
U105	Burned, Hazard Tree Removal, equal to 6 inches and less than or equal to 12 inch DBH	Each Hazard Tree	\$332.80
U106	Burned, Hazard Tree Removal, greater than 12 inches and less than or equal to 24 inch DBH	Each Hazard Tree	\$478.40
U107	Burned, Hazard Tree Removal, greater than 24 inches and less than or equal to 32 inch DBH	Each Hazard Tree	\$1,820.00
U108	Burned, Hazard Tree Removal, greater than 32 inches DBH	Each Hazard Tree	\$3,118.96
U109	Chimney/Hazardous Wall Demolition Crew	Per Chimney/Wall	\$650.00
U110	Safety Fence Installation	Linear Foot	\$22.88
U111	Setic Tank Abandonment Fencing Panels	Linear Foot	\$22.88
U112	Septic Tank Abandonment Pumping and Septage Disposal	Gallon	\$6.24
U113	Septic Tank Abandonment Removal, Excavation, and Backfill	Each	\$2,600.00
U114	Non-Working Days (Standby)	Each Crew/Day	\$977.60
U115	Mobile Dedicated Heavy Duty Concrete Breaker Equipment with Operator	Crew Day, Each Crew	\$780.00

b. Hourly Rates

No.	Service Description	Size or Type	Unit	Unit Price
H000	Heavy Equipment (Operator, fuel, maintenance included)			
H001	Skid-Steer Loader (Mini-Loader)	Bobcat 753/Cat 216/JD 313	Hour	\$145.60
H002	Extendaboom Forklift w/ debris grapple	Bobcat V638/CatTL642	Hour	\$174.72
H003	Backhoe, Wheel Loader, 1.0-1.5 CY	Cat 416E	Hour	\$152.88
H006	Wheel Loaders, 1.0-1.5 CY	Cat 908/JD 304/Case 321	Hour	\$158.08

Attachment A

H007	Wheel Loaders, 2.5-3.0 CY	Cat 930/JD 544//Vol L70	Hour	\$199.68
H008	Wheel Loaders, 3.0-4.5 CY	Cat 950/JD 644	Hour	\$242.32
H011	Tracked Loader (Trackhoe w/ misc. attachments)	Cat 320/JD 690/Kob ED190	Hour	\$171.60
H012	Knuckleboom Loader Truck (Self-Loading)	35-49 CY Body	Hour	\$197.60
H012a	Knuckleboom Loader Truck (Self-Loading)	>49 CY Body	Hour	\$333.84
H013	Dozer, Tracked	Cat D4	Hour	\$187.20
H014	Dozer, Tracked	Cat D5	Hour	\$200.72
H019	Hydraulic Excavators, 1.5 CY	Cat 320	Hour	\$221.52
H020	Hydraulic Excavators, 2.5 CY	Cat 325	Hour	\$242.32
H024	Motor Grader (w/ min 12' blade)	Cat 120G/125 (140 Hp)	Hour	\$214.24
H025	Off Road Truck (15-20 cy, 24MT)	Cat 725/JD 250D/Vol A25	Hour	\$273.52
H026	30 Ton Crane	Terex RT 335 (30MT), equal	Hour	\$373.36
H027	50 Ton Crane	Terex RT 550 (50MT), equal	Hour	\$439.92
H028	100 Ton Crane (8 hr minimum)	Terex HC110, KobCK1000	Hour	\$705.12
H029	Bucket Truck	Up to 50' reach	Hour	\$248.56
H030	Bucket Truck	51' to 75' reach	Hour	\$290.16
H031	Trash Transfer Trailer w/ Tractor	110 Yard	Hour	\$222.56
H032	Mechanized Broom	Street Sweeper	Hour	\$134.16
H033	Water Truck	2000 Gallon	Hour	\$150.80
H034	Service/Fuel Truck	Multi	Hour	\$141.44
H038	Stump Grinder (30" diameter or less)	Vermeer 252	Hour	\$150.80
H040	Stump Grinder	Vermeer 60TX	Hour	\$240.24
H041	Chipper w/ 2 man crew	Morbark Storm	Hour	\$222.56
H042	13-Foot Tub Grinder	Morbark 1300/850 HP	Hour	\$788.32
H043	14-Foot Tub Grinder	Diamond Z 1463/1600 HP	Hour	\$871.52
H044	Air Curtain Pit Burner (Self-contained)	N/A	Hour	\$86.32
H045	Air Curtain Refractory Incinerator	N/A	Hour	\$123.76
H046	12T Lowboy Trailer (Equip.Transport w/ Tractor)	12 Ton	Hour	\$97.76
H047	35T Lowboy Trailer (Equip. Transport w/ Tractor)	35 Ton	Hour	\$158.08
H048	50T Lowboy Trailer (Equip.Transport w/ Tractor)	50 Ton	Hour	\$215.28
No.	Service Description	Size or Type _/a	Unit	Unit Price
H052	Vacuum Truck/Jetter	3500 Gallon	Hour	\$456.56
H053	Crash Truck w/Impact Attenuator	N/A	Hour	\$187.20
H054	Power Screen	N/A	Hour	\$169.52
H055	Stacking Conveyor	N/A	Hour	\$44.72
H056	Hauling Vehicles (Operator, fuel, maintenance included)			
H057	Dump Truck	5 to 15 CY	Hour	\$91.52
H058	Dump Truck	16 to 24 CY	Hour	\$124.80
H059	Dump Truck	25 to 34 CY	Hour	\$138.32

Attachment A

H060	Dump Truck (Trailer Dump w/ Tractor)	35 to 44 CY	Hour	\$151.84
H061	Dump Truck (Trailer Dump w/ Tractor)	45 to 54 CY	Hour	\$166.40
H062	Dump Truck (Trailer Dump w/ Tractor)	55 to 64 CY	Hour	\$193.44
H063	Dump Truck (Trailer Dump w/ Tractor)	65 to 74 CY	Hour	\$208.00
H064	Dump Truck (Trailer Dump w/ Tractor)	> 75 CY	Hour	\$208.00
H065	Walking Floor Trailer w/ Tractor	100 CY	Hour	\$256.88
H066	Transportation Vehicles (Operator, fuel, maintenance NOT included; loaned vehicles, insurance included)			
H067	Pickup Truck	1/2 Ton	Day	\$62.40
H068	Pickup Truck	3/4 Ton	Day	\$62.40
H069	Pickup Truck	1 Ton (4x4)	Day	\$89.44
H070	Box Truck	3/4 Ton	Day	\$169.52
H071	Utility Van	3/4 Ton	Day	\$124.80
H072	Passenger Van	9 Passenger	Day	\$116.48
H073	Passenger Car	Full size	Day	\$84.66
H074	Response Trailer	20 Foot	Day	\$655.20
H075	Response Trailer	30 Foot	Day	\$821.60
H076	Flatbed Trailer (40 ft)	GVW to 450	Day	\$140.40
H077	Personnel/Equipment			
H078	Project Operations Manager	Individual	Hour	\$166.40
H079	Superintendent with Cell/Truck	Individual	Hour	\$124.80
H080	Supervisor with Cell/Truck	Individual	Hour	\$116.48
H083	Health/Safety or QC Manager with Pickup Truck	Individual	Hour	\$108.16
H085	Mechanic with Truck and Tools	Individual	Hour	\$124.80
H086	Climber with Gear	Individual	Hour	\$141.44
H087	Labor/Operator with Chainsaw/Tools	Individual	Hour	\$74.88
H088	Laborer with Tools	Individual	Hour	\$54.08
H089	Traffic Control Personnel	Individual	Hour	\$78.00

Notes:

- Day rate represents 10 hour day (minimum).
- Firm Discount & Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope.
- Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- PRICE INCREASE/DECREASES:** No price increases will be permitted during the first term of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 180-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
- FIRM DISCOUNT AND PRICING STRUCTURE:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of

equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.

6. **CONTRACTOR'S EXPENSE:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
7. **PAYMENT TERMS – PAYMENT IN ARREARS:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

8. **TAXPAYER ID NUMBER:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
9. **PAYMENT – INVOICING INSTRUCTIONS:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - A. Contractor's name and address
 - B. Contractor's remittance address, if different from "A" above
 - C. Contractor's Taxpayer ID Number
 - D. Name of County Agency/Department
 - E. Delivery/Service address
 - F. Master Agreement (MA) or Purchase Order (PO) number
 - G. Agency/Department's Account Number
 - H. Date of invoice
 - I. Product/Service description, quantity, and prices
 - J. Sales tax, if applicable
 - K. Freight/Delivery charges, if applicable
 - L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services
 Attn: Accounts Payable
 PO Box 4048
 Santa Ana, CA 92702-4048
 Email: accountspayables@ocpw.ocgov.com

Contractor has the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive

Attachment A

Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.