

AGREEMENT NO. 2025-01

**EMERGENCY RESPONSE SERVICES, DISASTER DEBRIS MANAGEMENT SERVICES AND
ANCILLARY PREPARATION/RECOVERY SERVICES IN THE CITY OF NORTH PORT**

THIS NON-EXCLUSIVE AGREEMENT ("Agreement") is made and entered into this **14th** day of October, 2025, by and between the **City of North Port, Florida**, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and **DRC Emergency Services, LLC.**, a Foreign Limited Liability Company, whose principal place of business is located at 6702 Broadway Street, Galveston, TX 77554, hereinafter referred to as the "Contractor."

WITNESSETH

Whereas, the City issued Request for Proposal No. 2025-01 on February 21, 2025 seeking the services of one or more qualified firms to support and assist the City in its emergency debris management and disaster response (the "RFP"); and

Whereas, the Contractor timely submitted a proposal in response to the RFP ("Contractor's Submittal Package"); and

Whereas, the City Commission, in session duly and publicly assembled, awarded the RFP to Contractor on October 14, 2025 (date) ("Effective Date").

The parties to this Agreement, in consideration of their mutual agreements, the RFP, and Contractor's Submittal Package, and all documents that may be executed as a result of this Agreement and promises hereinafter contained, bind themselves, their partners, successors, assigns, and legal representatives to all covenants, agreements, and obligations contained in the agreements and proposal documents executed between the parties, and do hereby further agree as follows:

1. SCOPE OF SERVICES:

- A. Contractor agrees to diligently and timely perform services for the City as specified in the RFP for EMERGENCY RESPONSE SERVICES, DISASTER DEBRIS MANAGEMENT SERVICES AND ANCILLARY PREPARATION/RECOVERY SERVICES. The overall Scope of Services is described in Exhibit "A," which is attached hereto and incorporated as if set forth fully herein. All defined terms in the RFP are incorporated by reference. All capitalized terms used in this Agreement which are not otherwise defined in this document shall have the meaning defined in the RFP.
- B. Pre-Event Agreement. The parties acknowledge that this is a pre-event agreement. In the event the City desires to utilize the services of the Contractor, the parties agree to negotiate and enter into a separate "Work Assignment/Notice to Proceed" for each event project. The Notice to Proceed will be on a form prepared by the City and must include the specific scope of work, cost, and time of performance for each project.
- C. Contractor acknowledges and confirms that the City may engage multiple contractors and may designate a primary contractor to provide the services described in the "RFP". Once designated, the City must give preference to the primary contractor when assigning the work to be provided in association with the City's clean-up and recovery from a particular event. If the primary contractor is determined to be unable to perform by the City in its sole and absolute discretion, the City will proceed to authorize the secondary contractor(s) to provide services.

D. The following exhibits are attached hereto and incorporated as if set forth fully herein:

- 1) Exhibit "A" – Scope of Services.
- 2) Exhibit "B" – Response Time and Delivery.
- 3) Exhibit "C" – Price Schedule.
- 4) Exhibit "D" – Subcontractor List.
- 5) Exhibit "E" – Site Authorization Letter from Florida Department of Environmental Protection (DEP) - Site A.
- 6) Exhibit "F" – City's Work Assignment/Notice to Proceed Form.
- 7) Exhibit "G" – Stump Conversion Table.
- 8) Exhibit "H" – Hazardous Stump Worksheet.
- 9) Exhibit "I" – Federal Compliance Requirements.
- 10) Exhibit "J" -- The City of North Port's Debris Management Plan, dated Summer 2019.

E. **Incorporation of Request for Proposal No. 2025-01 Documents:** The Request for Proposal 2025-01 ("RFP") and all specifications, attachments, and addenda, and the Contractor's response to RFP, are specifically made a part of this Agreement and are incorporated herein. In the event of a conflict between or among the documents or any ambiguity or missing specifications or instruction, the following priority is established:

- 1) First, this Agreement (Agreement No. 2025-01) approved by the City Commission and the Supplemental FEMA Provisions attached (including all exhibits);
- 2) Second, the RFP, including all attachments and addenda;
- 3) Third, the Contractor's Submittal; and
- 4) Fourth, Work Assignment/Notice to Proceed.

F. All work performed pursuant to this Agreement must be done in accordance with the specifications set forth in the RFP and must be completed in a timely and professional manner. Contractor represents and warrants that it understands the specifications of the RFP and is capable of performing the services in a timely manner. The work to be performed under this Agreement is generally described as follows:

1) **DISASTER RECOVERY:**

- a. **EMERGENCY EVENT OPERATIONS CONTINGENCY.** The City reserves the right to request and utilize the Contractor's services under this Agreement during a local, state, or federal declared emergency as may be deemed necessary by the City.

- b. The City and the Contractor may negotiate additional services, as they directly relate to the services described in this Agreement. The City must present all additions to this Agreement to the appropriate award authority in the form of an Amendment for approval.
- c. **CONTRACTOR SELECTION.** The City reserves the right to award the Disaster Recovery agreement to more than one individual contractor. The Contractor, for this specific agreement is designated as the **TERTIARY** Contractor as further identified in the Agreement.

2) PRE-EVENT:

The City will first contact the designated Primary Contractor to determine its availability, capability, and rates for providing services in response to an event including services, equipment, and commodities authorized by the City; and the mobilization and completion time for the pre-event.

- a. If the Primary Contractor is capable to provide the services as may be required and at rates agreeable to the City, the City will place it on standby at no cost to the City. Should the Primary Contractor be unable to meet any of the requirements, the City will contact the Secondary Contractor(s) to obtain their ability to meet the requirements. The contractor that is deemed by the City as most able to perform as required will be issued a Pre-Event Notice (defined below) and placed on standby at no cost to the City.
- b. Upon the City's determination of need for activation of a contractor, and the City's selection of the Primary Contractor or a Secondary Contractor, the following shall govern the process:
 - i. The City will issue a "Pre-Event Notice" to the Contractor based on the event.
 - ii. The Pre-Event Notice will identify the event, establish the date and time of activation, the Contractor's submission of Performance and Payment bonds and all other requirements as provided in this Agreement.
- c. Contactor must sign and return the Pre-Event Notice in not more than eight (8) consecutive hours after receipt of the Pre-Event Notice.
- d. The City will issue the Contractor a form Work Assignment/Notice to Proceed. Contractor must deliver Performance and Payment Bonds in not more than one hundred and twenty (120) consecutive hours of both parties signing the Work Assignment/Notice to Proceed.

3) POST-EVENT ACTIVATION:

The City will issue a Post-Event Activation Notice to the Contractor identifying all services to be provided, including any changes to the Pre-Event Notice. The mobilization time for services and equipment must be provided in accordance with the Response Time and Delivery timeframe listed in Exhibit "B."

2. RESPONSIBILITIES OF THE CONTRACTOR:

- A. The Contractor must supervise and direct the work performed under this Agreement and must not employ for work on the project any person without sufficient skill to perform the job for which the person is employed. The Contractor is solely responsible for all duties under this Agreement including, but not limited to, the techniques, sequences, procedures, and means, and for all coordination of the work.
- B. The Contractor assumes full responsibility for acts, negligence, or omissions of all its employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a subcontract with the Contractor. All contracts between the Contractor and any subcontractor(s) that the Contractor hires, must conform to the provisions of this Agreement and proposal documents and must incorporate in them the relevant portions of their subcontractor agreement.
- C. Completion of Work - The Contractor is to remove all equipment and temporary structures from all rights-of-way and adjacent property. Any surplus materials or rubbish must be discarded at the Contractor's expense. Restoration of property, both public and private, roadways and waterways, which may be damaged while performing work, shall be restored to previous existing condition at the Contractor's sole expense.

3. FURNISHING OF LABOR AND MATERIALS:

- A. The Contractor must provide and pay for all labor, materials, and equipment, including tools, construction equipment and machinery, all transportation, and all other facilities and services necessary for the proper completion of the Work in strict conformity with the provisions of this Contract.
- B. The Contractor represents and warrants to the City that all equipment and materials used in the Work, and made a part of the structures thereon, or placed permanently in connection therewith, will be new unless otherwise specified in this Agreement and the RFP, of good quality, free of defects, and in conformity with this Agreement and the RFP. It is understood between the parties thereto that all equipment and materials not in conformity are defective.

4. PUBLIC RECORDS LAW:

In accordance with Florida Statutes, Section 119.0701, the Contractor must comply with all public records laws, and must specifically:

- A. Keep and maintain public records required by the City to perform the Work under this Agreement.
 - 1) The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies.

(See <http://dos.state.fl.us/library-archives/records-management/general-records-schedules/>).

- 2) "Public records" means and includes those items specified in Florida Statutes, Section 119.011(12), as amended from time to time, and currently defined as: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. The Contractor's records under this Agreement include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, e-mails and all other documentation generated during this Agreement.

- B. Upon request from the City's custodian of public records, provide the City, at no cost, with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. All records kept electronically must be provided to the City, upon request from the City's custodian of public records, in a format compatible with the information technology systems of the City.
- C. Ensure that project records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, if the Contractor does not transfer the records to the City following completion of the Agreement, for the time period specified in General Records Schedule GS1-SL for State and Local Government Agencies.
- D. Upon completion of the Agreement, transfer, at no cost, to the City all public records in the Contractor's possession or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon the completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records.
- E. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CUSTODIAN OF PUBLIC RECORDS, 4970 CITY HALL BOULEVARD, NORTH PORT, FLORIDA 34286, 941.429.7063 OR HOTLINE 941.429.7270; E-MAIL: Publicrecordsrequest@northportfl.gov.**
- F. Failure of the Contractor to comply with these requirements shall be a material breach of this Agreement. Further, the Contractor may be subject to penalties under Florida Statutes, Section 119.10.

5. TERM:

- A. This Agreement is in effect on the day of award through and including November 30, 2028. Should any active individual event extend beyond the expiration date of this Agreement, the term must be extended until the project has been satisfactorily and successfully completed and accepted by the City. The City retains the right to renew this initial Agreement under the same terms and conditions and upon mutual agreement with the Contractor. Agreements for commodities or contractual services may be renewed for a period that may not exceed three (3) years, or the term of the original agreement, whichever period is longer. Renewal of an Agreement for commodities or contractual services must be in writing and must be subject to the same terms and conditions set forth in the initial Agreement. A renewal agreement may not include any compensation for costs associated with the renewal. Renewals are contingent upon satisfactory performance evaluations by the City and subject to the availability of funds.
- B. The City reserves the right to discontinue the Agreement in any year of a renewal period if it is deemed to be in the best interest of the City.
- C. **NON-EXCLUSIVE AGREEMENT:** No guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under this Agreement.

- D. ORDERING: The City reserves the right to purchase commodities/services specified herein through contracts established by other governmental agencies or through separate procurement actions due to unique or special needs. If an urgent delivery is required, within a shorter period than the delivery time specified in the Agreement and if the Contractor is unable to comply therewith, the City reserves the right upon notice to the Contractor to purchase commodities/services from another source without penalty or prejudice to the City.
- E. SEPARATE PURCHASE ORDER: Contractor will receive a Notice to Proceed as commodities and/or services are required, at prices quoted per this Agreement. The Contractor may commence services upon receipt of a properly completed and fully approved Notice to Proceed. The separate purchase order may be issued in parallel to or after the Notice to Proceed is provided.

6. AUTHORIZATION OF STANDBY STATUS:

- A. If the Primary Contractor is capable to provide the services as may be required and at rates agreeable to the City, the City will place it on standby at no cost to the City. Should the Primary Contractor be unable to meet any of the requirements, the City will contact the Secondary Contractor(s) to obtain their ability to meet the requirements. The contractor that is deemed by the City as most able to perform as required will be issued a Pre-Event Notice.
- B. The City will issue a written notice for Contractor to be placed on standby.
- C. Following the declaration of a local, state, or federal disaster event, the City will issue a Work Assignment/Notice to Proceed to the Contractor identifying the services and commodities to be provided. The mobilization time for services and equipment must be in accordance with this Agreement. The Work Order/Notice to Proceed will indicate the not-to-exceed amount for the services to be provided.

7. EMERGENCY DEBRIS ROAD CLEARANCE "PUSH":

- A. The initial 72-hour period related to debris clearing is referred to as the "Push." During the Push the City will assign notices to proceed to the Contractor(s).
- B. Reimbursement for the Contractor's activities during the Push will be based exclusively on the unit and hourly rates provided in Exhibit "C."
- C. In the event the debris clearing is not completed within the Push, the Contractor must stop debris clearing and receive further direction from the City before continuing any Work. The City and Contractor must negotiate a "Not to Exceed" total for the remainder of the Push and compensation must be based on the unit and hourly rates stated in the price schedule provided in Exhibit "C."

8. LIQUIDATED DAMAGES:

- A. If the Contractor neglects, fails, or refuses to start the Work within the seventy two (72) hours specified in the RFP, or mobilize in accordance with the Response Time and Delivery mobilization schedule in Exhibit "B," or any proper extension thereof granted by the City, then the Contractor agrees to pay City as liquidated damages for this negligence, failure, or refusal (but not as a penalty) the amount determined by the table provided below in section "C" for each day that expires after a time frame specified. The Contractor agrees to pay the City said sum for each and every calendar day that the Contractor is in default after the time stipulated in the Work Assignment/Notice to Proceed for complying with the mobilization timeline. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

- B. City and Contractor recognize that time is of the essence of this Agreement and that City will sustain a loss in public safety for its citizens if the Work is not started and/or completed strictly within the times specified in the RFP or Notice to Proceed plus any duly authorized extensions thereof. They also recognize the delays, expense, and difficulties involved in proving the actual loss suffered by City if the work is not completed on time. Accordingly, instead of requiring any such proof, the City and the Contractor agree that as liquidated damages for delay (but not as penalty) Contractor shall pay City the amount determined by the table provided below in section "C" for each day that expires after a time frame specified in the Notice to Proceed.
- C. Applicable liquidated damages are the amounts established in the following schedule:

<u>Work Assignment/Notice to Proceed Amount</u>	<u>Daily Charge Per Calendar Day</u>
\$50,000 and under.....	\$836.00
Over \$50,000 but less than \$250,000.....	\$884.00
\$250,000 but less than \$500,000.....	\$1,074.00
\$500,000 but less than \$2,500,000.....	\$1,742.00
\$2,500,000 but less than \$5,000,000.....	\$2,876.00
5,000,000 but less than \$10,000,000.....	\$3,770.00

9. PRICE REQUIREMENTS:

- A. Delivered Prices. Agreement prices are FOB freight prepaid and allowed/destination: public works address 1100 North Chamberlain Boulevard, North Port, Florida 34286. Agreement prices are inclusive of labor, equipment, transportation, freight, handling, delivery, surcharges, and any other incidental charges that may be required for the completion of work under this Agreement. The Agreement price schedule is defined in Exhibit "C."
- B. Maximum Ceiling Unit Prices. The prices included in this Agreement are maximum ceiling unit prices. The unit price for an event will be negotiated between the City and the Contractor after the event. Maximum ceiling unit prices that exceed the U.S. Federal Emergency Management Agency ("FEMA") approved unit prices for an event must be reduced to be equal or less than FEMA's allowed unit prices.
- C. Fixed Price Term. The Contractor must supply the City the items and/or services listed at firm delivered maximum ceiling prices for the first year of the initial Agreement term.
- D. Price Adjustments.
- 1) The City will allow one (1) price adjustment in the second year of the initial Agreement term and one (1) price adjustment in the third year of the initial Agreement term. It is at the City's discretion to continue the second and/or the third year of the initial Agreement term. Additional consideration by the City may be given for extreme and unforeseen volatility in the marketplace as specified below. Any price adjustment will require at least thirty (30) calendar days written notice from the Contractor to the City for approval. If the unit price adjustment request is for an increase, and the request is not submitted within this thirty-day timeframe, the Contractor will not be entitled to a price increase for the upcoming year.
 - 2) Price adjustments during the second and third year of the initial Agreement term are allowed, but shall only increase or decrease according to the latest version of data published by the U.S. Department of Labor, Bureau of Labor Statistics for the 12-month percentage change for the month of February, Consumer Price Index (CPI) Industry Series CUUR0300SA0, All items in South Urban, All Urban Consumers, not seasonally adjusted, with a

base period of 1982-84=100. This request becomes effective thirty (30) days from the date the notice was received by the City from the Contractor for all purchases and services ordered after the effective date.

- 3) Equitable Adjustments. Equitable adjustment(s) are temporary due to the reason for the adjustment. All equitable adjustments must be evaluated by the City to determine if the reason for the adjustment remains valid. When the reason for the adjustment is no longer valid, the City will terminate the adjustment and notify the Contractor. The City may, in its sole discretion, make an equitable adjustment in the Agreement terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace that satisfy all the following criteria:
 - a) The volatility is due to causes wholly beyond the Contractor's control;
 - b) The volatility impacts the marketplace or industry, not just the particular source of supply for this Agreement;
 - c) The impact on pricing or availability of supply is substantial; and
 - d) The volatility impacts the Contractor's performance of this Agreement resulting in a substantial loss to the Contractor.
- 4) Sales/Use Tax. Unless otherwise specified herein, unit prices do **not** include sales or use tax.
- 5) The City reserves the right to renegotiate this Agreement if the prices exceed the current marketplace; and to amend this Agreement to incorporate FEMA approved price adjustments.
- 6) Contract Renewal. Price adjustment is permitted during the optional renewal period. However, only one (1) adjustment for each year of the renewal period is permitted.

10. INVOICING/PAYMENT:

- A. Payment to the Contractor must be issued by the City's Finance Department in accordance with Florida Statutes, Chapter 218, the Local Government Prompt Payment Act, upon receipt of the Contractor's invoice and written approval of same by the City indicating that services have been rendered in conformity with this Agreement. The Contractor must submit an invoice for payment to the City for those specific tasks that were completed during the invoicing period. For those specific services that were partially completed, progress payments will be paid in proportion to the percentage of completed work on those specific services approved in writing by the City based on the percentage of the amount for those specific services. The Contractor's invoices must be in a form satisfactory to the City's Finance Department, who will initiate disbursements.
- B. Billing Cycle. Contractor must invoice the City on a thirty (30) consecutive calendar day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps must support all invoices. Ancillary services must be invoiced in the same manner.
- C. Purchase Order numbers must appear on all invoices. Invoices must be detailed and annotate the services provided, unit prices, extended prices, and correlate to and include the following:
 - 1) Supporting documentation and invoices for services performed or goods furnished by the Contractor; and

- 2) Copies of all subcontractor invoices and contracts between the Contractor and subcontractors.
- D. Except for the first progress payment, the Contractor must furnish a notarized Partial Release from all subcontractors, and suppliers. The Partial Release must include the period up to and including the most recent previous progress payment. The City reserves the right to request the Contractor to provide the City with "Consent of Surety" for any progress payment.
- D. Payment Penalty. Payments to the Contractor shall be reduced for any debris load which receives a penalty under FEMA rules and regulations. The Contractor shall receive 50% reduced payment for a load that receives a penalty, whether hand loaded or otherwise penalized.
- E. Final Payment. Prior to the release of final payment to the Contractor, the following must occur:
 - 1) The City must verify final completion and accept the Work;
 - 2) The Contractor must provide the City a notarized affidavit signifying that all subcontractors, suppliers, and laborers have been paid as provided by the subcontracts and procurements; and
 - 3) The Contractor must provide a Consent of Surety Company to Final Payment Form to the City.

11. WARRANTY/GUARANTEES:

- A. Covenant Against Gratuities. The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of City with the intent toward securing this Agreement or favorable treatment with respect to any determination concerning the performance of this Agreement. In the event of the breach of this warranty, the City is entitled to pursue the same remedies against the Contractor as it could in the event of the Contractor's default, including but not limited to termination of the Agreement.
- B. Merchantability Warranty. The goods or items furnished must be of a merchantability quality. They must be suitable for the particular purpose as referenced in the Solicitation and supporting documents relating to the goods or items being purchased.
- C. Specification Warranty. The awarded Contractor warrants that all services will be in full accordance with the specifications and requirements of the RFP.

12. CHANGE ORDER/AMENDMENTS TO AGREEMENT:

- A. This Agreement constitutes the sole and complete understanding between the parties and supersedes all other agreements between them, whether oral or written, with respect to the subject matter. All requests for changes whether Change Orders (contingency funds for unforeseen/time extensions) or Amendments (not contingency funds/time extensions) to this Agreement must be made in writing and no amendment, change, or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement. The City Manager or designee may agree to amendments that do not increase compensation to Contractor. Only the City Commission may approve amendments that increase compensation or prices under this Agreement.
- B. Increases in compensation to the Contractor may be authorized by Change Order executed by the following City employees up to the dollar amount identified:

- 1) Purchasing Manager: \$34,999.99 or less.
 - 2) Purchasing Manager and Finance Director: \$35,000.00 - \$49,999.99.
 - 3) Purchasing Manager, Finance Director, and City Manager: \$50,000.00 - \$99,999.99.
 - 4) City Commission: \$100,000 and above.
- C. The Contractor fully understands and accepts the City's Change Order/Amendment Policy. In the event the Contractor begins work on unauthorized changes prior to receiving a signed Change Order/Amendment they do so at their own expense and risk of not being compensated by the City for performing the unauthorized work.

13. PERFORMANCE AND PAYMENT BOND:

- A. The Contractor must provide the City with a certified recorded Performance and Payment Bond from the Sarasota County Clerk's Office in the amount of 100% of the total work assignment(s) per each event within five (5) business days after receipt of a properly and fully executed notice to proceed pursuant to this Agreement. The Contractor is responsible and bears all costs associated to record the Performance and Payment Bond with Sarasota County Clerk's Office. Receipt of said recording and a certified copy of the Bond must be furnished to the City's Purchasing Division. In lieu of these requirements, if FEMA (with respect to a grant) or the State of Florida (with respect to a subgrant), has made a determination that FEMA or the state's interest is adequately protected through other means, they may accept the bonding policy and requirements of the applicant.
- B. Performance and payment bonds in the form of cash, certified check, or cashier check will be accepted by the City and held in an interest-bearing account. Interest earned will be retained by the City. The City will not accept personal, or company checks. Payment and Performance Bonds must be written by a Surety firm satisfactory to the City and must comply with Florida Statutes, Section 255.05(1). The Contractor's bond costs will be paid in full by the City in the first payment issued under this Agreement.
- C. The Performance and Payment Bond period is effective for a period of no less than one (1) year following the date the City's accepted Contractor's final work.
- D. In the event the City requires additional performance security as a result of any increase in the performance of the disaster event, the Contractor must obtain and deliver such additional security to the City within seventy-two (72) hours after receipt of a written request. The Contractor must record the performance bond in Sarasota County Clerk's Office and must provide the City with a certified copy within three (3) business days after receipt of a properly and fully executed work assignment(s) per Florida Statutes, Section 255.05(1)(a). All bonds and letters of credit are subject to the approval of the City.

14. INSURANCE:

The Contractor is required to supply, at their cost, the following minimum insurance coverage:

- A. Before performing any work under the Agreement, the Contractor must procure and maintain during the life of the Agreement the insurance listed below, unless otherwise specified. The policies of insurance must be primary and written on forms acceptable to the City and placed with insurance carriers approved and licensed by the Insurance Department in the State of Florida and meet a minimum financial AM Best and Company rating of no less than

“Excellent.” No changes are to be made to these specifications without prior written specific approval by the City Manager or designee. The City Manager or designee may alter the amounts or types of insurance policies required by the Agreement upon agreement with a Contractor.

- 1) Workers’ Compensation and Employer’s Liability Insurance: Coverage to apply for all Contractor’s employees at the statutory limits provided by state and federal laws. The policy must include Employers’ Liability with a limit of \$1,000,000 each accident; \$1,000,000 each employee; and \$1,000,000 policy limit for disease.
 - 2) Comprehensive Commercial General Liability Insurance: Occurrence form required. Aggregate must apply separately to the Agreement. Minimum \$500,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed ops; and \$100,000 damage to rented premises.
 - 3) Automobile Insurance: To include all of a Contractor’s vehicles owned, leased, hired, and non-owned vehicles with limits of not less than \$1,000,000 per each accident for property damage and for bodily injury, with contractual liability coverage for all work performed under the Agreement.
 - 4) General Requirements:
 - a) The City of North Port, Florida, is to be named as additional insured on Contractor’s Comprehensive Commercial General Liability Policy. Certification of same is required. All certificates of insurance must be on file with and approved by the City before commencement of any work activities under the Agreement.
 - b) Any and all deductibles to the above referenced policies are the responsibility of the Contractor. **No deductibles can be greater than ten percent (10%) of the individual insurance policy.** The Contractor’s insurance is considered primary for any loss regardless of any insurance maintained by the City. The Contractor is responsible for all insurance policy premiums, deductibles, or SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
 - c) All insurance policies must be issued by companies of recognized responsibility licensed to do business in the State of Florida and must contain a provision that prohibits cancellation unless the City is provided notice as stated within the policy. It is the Contractor’s responsibility to provide notice to the City.
- B. **WAIVER OF SUBROGATION**: All required insurance policies are to be endorsed with a waiver of subrogation. The insurance companies, by proper endorsement or through other means, agree to waive all rights of subrogation against the City, its Commissioners, officials, agents, employees, and volunteers, and the City’s insurance carriers, for losses paid under the terms of these policies that arise from the contractual relationship or work performed by the Contractor for the City. It is the Contractor’s responsibility to notify their insurance company of the waiver of subrogation and request written authorization or the proper endorsement. Additionally, the Contractor, its officers, officials, agents, employees, volunteers, and any subcontractors, agree to waive all rights of subrogation against the City and its insurance carriers for any losses paid, sustained, or incurred, but not covered by insurance, that arise from the contractual relationship or work performed. This waiver also applies to any deductibles or self-insured retentions for which the Contractor or its agents may be responsible.
- C. **POLICY FORM**:
- 1) All policies required by the Agreement, with the exception of Workers’ Compensation, or unless specific approval is given by Risk Management through the City’s Purchasing Office, are to be written on an occurrence basis, must name the City of North Port, Florida, its Commissioners, officers, agents, employees, and volunteers

as additional insured as their interest may appear under the Agreement. Insurer(s), with the exception of Workers' Compensation, must agree to waive all rights of subrogation against the City of North Port, Florida, its Commissioners, officers, agents, employees, or volunteers.

- 2) Insurance requirements itemized in the Agreement, and required of the Contractor, must be provided by or on behalf of all subcontractors to cover their operations performed under the Agreement. The Contractor is responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.
- 3) Each insurance policy required by the Agreement must:
 - i. Apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.
 - ii. Be endorsed to state that coverage must not be suspended, voided, or cancelled by either party except after notice is delivered in accordance with the policy provisions. The Contractor is to notify the City Purchasing Office by written notice via certified mail, return receipt requested.
- 4) The City retains the right to review, at any time, coverage, form, and amount of insurance.
- 5) **The procuring of required policies of insurance must not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of the Agreement. The extent of Contractor's liability for indemnity of the City must not be limited by insurance coverage or lack thereof, or unreasonably delayed for any reason, including but not limited to, insurance coverage disputes between the Contractor and its carrier.**
- 6) The Contractor is solely responsible for payment of all premiums for insurance contributing to the satisfaction of the Agreement and is solely responsible for the payment of all deductibles and retentions to which such policies are subject, whether or not the City is an insured under the policy. Contractor's insurance is considered primary for any loss, regardless of any insurance maintained by the City. Contractor is responsible for all insurance policy premiums, deductibles, SIR (self-insured retentions) or any loss or portion of any loss that is not covered by any available insurance policy.
- 7) Claims Made Policies will be accepted for hazardous materials and such other risks as are authorized by the City's Purchasing Office. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein must have an extended reporting period option or automatic coverage of not less than two (2) years. If provided as an option, the Contractor agrees to purchase the extended reporting period on cancellation or termination unless a new policy is affected with a retroactive date, including at least the last policy year.
- 8) Certificates of Insurance evidencing Claims Made or Occurrences form coverage and conditions to the Agreement, as well as the Agreement number and description of work, are to be furnished to the City's Purchasing Office (4970 City Hall Boulevard, Suite 337, North Port, FL 34286) prior to commencement of work AND a minimum of thirty (30) calendar days prior to expiration of the insurance contract when applicable. All insurance certificates must be received by the City's Purchasing Office before the Contractor is allowed to commence or continue any work pursuant to the Agreement. The Certificate of Insurance issued by the underwriting department of the insurance carrier must certify compliance with the insurance requirements provided herein.

- 9) Notices of Accidents (Occurrences) and Notices of Claims associated with work being performed under the Agreement must be provided to the Contractor's insurance company and the City's Purchasing Office as soon as practicable after notice to the insured.
- 10) The Certificate of Insurance must include the following:
 - a) In the "Description of Operations/Special Provisions" section - "City of North Port is named as an additional insured, as their interests may appear on Commercial General Liability."
 - b) In the "Certificate Holder" section - City of North Port, 4970 City Hall Boulevard, North Port, FL 34286.

15. INDEMNITY:

- A. TO THE EXTENT PERMITTED BY FLORIDA LAW, THE CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, ITS COMMISSIONERS, OFFICERS, AGENTS AND EMPLOYEES, FROM ALL LIABILITIES, FINES, CLAIMS, ASSESSMENTS, SUITS, JUDGMENTS, DAMAGES, LOSSES AND COSTS, INCLUDING CONSEQUENTIAL, SPECIAL, INDIRECT, AND PUNITIVE DAMAGES, (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS, WHETHER SUCH FEES AND COSTS ARE INCURRED IN NEGOTIATIONS, AT THE TRIAL LEVEL OR ON APPEAL, OR IN THE COLLECTION OF ATTORNEYS' FEES), ARISING OUT OF ANY ACTS, ACTIONS, BREACHES, NEGLIGENCE OR OMISSIONS OF THE CONTRACTOR, OR CONTRACTOR'S OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, AND OTHER PERSONS EMPLOYED OR UTILIZED BY THE CONTRACTOR IN THE PERFORMANCE OF, OR THE FAILURE TO PERFORM, UNDER THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY AS TO ANY THIRD PARTIES NOR CONSENT BY THE CITY OR ANY OF ITS SUBDIVISIONS TO SUIT BY THIRD PARTIES.
- B. THE CITY SHALL PROVIDE ALL AVAILABLE INFORMATION AND ASSISTANCE THAT THE CONTRACTOR MAY REASONABLY REQUIRE REGARDING ANY CLAIM. IN THE EVENT OF A CLAIM, THE CITY SHALL PROMPTLY NOTIFY THE CONTRACTOR IN WRITING BY PREPAID CERTIFIED MAIL (RETURN RECEIPT REQUESTED) OR BY DELIVERY THROUGH ANY NATIONALLY RECOGNIZED COURIER SERVICE (SUCH AS FEDERAL EXPRESS OR UPS) WHICH PROVIDES EVIDENCE OF DELIVERY, AT THE ADDRESS PROVIDED FOR RECEIPT OF NOTICES IN THIS AGREEMENT.
- C. THE INSURANCE COVERAGE AND LIMITS REQUIRED IN THIS AGREEMENT MAY OR MAY NOT BE ADEQUATE TO PROTECT THE CITY AND SUCH INSURANCE COVERAGE WILL NOT BE DEEMED A LIMITATION ON THE CONTRACTOR'S LIABILITY UNDER THE INDEMNITY PROVIDED IN THIS SECTION. IN ANY PROCEEDINGS BETWEEN THE PARTIES ARISING OUT OF OR RELATED TO THIS INDEMNITY PROVISION, THE PREVAILING PARTY SHALL BE REIMBURSED ALL COSTS, EXPENSES AND REASONABLE ATTORNEY FEES THROUGH ALL PROCEEDINGS (AT BOTH TRIAL AND APPELLATE LEVELS).
- D. NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO AFFECT THE RIGHTS, PRIVILEGES, LIMITATIONS, AND IMMUNITIES OF THE CITY AS SET FORTH IN FLORIDA STATUTES, SECTION 768.28.
- E. THE TERMS OF THIS SECTION SURVIVE THE TERMINATION OF THIS AGREEMENT.

16. CONTRACTOR'S REPRESENTATIONS:

- A. In order to induce City to enter into this Agreement, Contractor makes the following representations and assurances to the City:

- 1) The Contractor will furnish each of its subcontractors with copies of this Agreement and all associated documents (i.e., plans, drawings, specifications, etc.) as may be required for the Work.
- 2) Contractor has familiarized itself with the nature and extent of this Agreement, the RFP and all documents related thereto, the Work, locality, and with all local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
- 3) Contractor has given the City's Purchasing Manager written notice of all conflicts, errors, or discrepancies that it has discovered in any documents and the written resolution thereof by the City's Purchasing Manager is acceptable to the Contractor.
- 4) Contractor warrants that all services performed will be by skilled and competent personnel to the highest professional standards required by this Agreement.

B. **Federal Compliance.** The requirements under this contract may be funded in whole or in part with federal funds and as such, any resulting contract shall be subject to federal requirements including, but not limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as otherwise may be listed herein. Contractor must comply with all federal requirements that bear on the Work including those specified herein under the "Supplemental FEMA Provisions". In the event of any conflict between the federal requirements and the Supplemental FEMA Provisions, the Supplemental FEMA Provisions shall control.

17. CONTRACTOR'S AFFIDAVIT:

When all work contemplated by this Agreement have been completed, inspected, and approved by the City, or its duly authorized agent, the Contractor must furnish the City with a Contractor's Affidavit for work performed on public property; and a Contractor's Affidavit for work performed on private property as required by the State of Florida Mechanic's Lien Law. Signed affidavits of payment must be provided by the Contractor and from all subcontractors hired by the Contractor. The affidavits must state whether the subcontractor(s) has been paid in full or whether there are payments remaining. A list of all subcontractors must be furnished to the City prior to any payments against this Agreement.

18. INDEPENDENT CONTRACTOR:

The Contractor is and shall be in the performance of all work services and activities performed under this Agreement, an independent contractor and not an employee, agent, or servant of the City. All persons engaged in any of the work or services performed pursuant to this Agreement are at all times, and in all places, subject to the Contractor's sole direction, supervision, and control. The Contractor must exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City is that of an independent contractor and not as employees or agents of the City. The Contractor does not have the power or authority to bind the City in any promise, agreement, or representation other than as specifically provided for in this Agreement. The Contractor must not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

19. LICENSES AND PERMITS/LAWS AND REGULATIONS:

The Contractor must pay all taxes required by law in connection with the activity performed under this Agreement including sales, use, and similar taxes, and unless mutually agreed to in writing to the contrary, must secure all licenses

and permits necessary for proper completion of the Work, and the pay all fees relating to the Work. The Contractor must comply with all laws and ordinances, and the rules, regulations, and orders of all public authorities relating to the performance of the Work. The Contractor must notify the City promptly on the discovery of a conflict between the terms of this Agreement and the above referenced requirements; and request an amendment to conform the contract to the applicable requirements.

20. NONDISCRIMINATION:

The City does not discriminate on the basis of race, color, national origin, sex, age, disability, family, or religious status in the administration of its programs, activities, or services. The Contractor must not administer this Agreement in an unlawfully discriminatory manner, nor deny participation in or the benefits of same to any individual based on that individual's race, color, national origin, sex, age, disability, family or religious status, marital status, sexual orientation, gender identity or expression, or physical characteristic.

21. NOTICES:

Any notice, demand, communication, or request required or permitted by this Contract must be sent by certified mail, return receipt requested, or by delivery through any nationally recognized courier service (Federal Express, UPS, USPS, and others) that provides evidence of delivery, at the address provided for receipt of notices in this Contract and e-mailed to:

As to CITY:

Road and Drainage Manager
City of North Port Public Works Department
1100 N. Chamberlain Blvd.
North Port, Florida 34286
Tel: 941.240.8090
Fax: 941.240.8073

With copies of Notices

And Demands to:

City of North Port, Florida
City Attorney's Office
4970 City Hall Blvd.
North Port, Florida 34286
Tel: 941-429-7260
With required electronic copy to: northportcityattorney@northportfl.gov

As to CONTRACTOR:

DRC Emergency Services, LLC
Kristy Fuentes – Vice President
111 Veterans Blvd
Suite 1420
Metairie, LA 70005
Tel: 888.721.4372
kfuentes@drcusa.com

Notices are effective when received at the physical addresses specified above. Changes in the respective addresses may be made from time to time by either party by written notice. This Section must not be construed to restrict the transmission of routine communications between representatives of the CMAR and the City.

22. ATTORNEY'S FEES:

In any proceedings between the parties arising out of or related to this Agreement, the prevailing party must be reimbursed all costs, expenses, and reasonable attorneys' fees through all proceedings, at both trial and appellate levels, and in all proceedings including hearings and matters to determine entitlement to fees and reasonableness of amount.

23. GOVERNING LAW, VENUE, AND SEVERABILITY:

- A. The laws of the State of Florida govern the rights, obligations, and remedies of the parties under this Agreement. The exclusive venues for any legal or judicial proceedings in connection with the enforcement or interpretation of this Agreement are the Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida, and the United States District Court for the Middle District of Florida.
- B. In the event any court shall hold any provision of this Agreement to be illegal, invalid, or unenforceable, such provision shall be deemed separate and severable, and the remaining provisions shall be valid and binding upon the parties.

24. PARAGRAPH HEADINGS:

The descriptive titles appearing in each respective paragraph thereof are for convenience only and are not a part of this Agreement and do not affect its construction.

25. ENTIRE AGREEMENT:

This Agreement incorporates and includes all prior negotiations, correspondence, agreements, or understandings between the parties, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. This Agreement supersedes all other agreements between the parties, whether oral or written, with respect to the subject matter.

26. SCRUTINIZED COMPANIES:

- A. Certification. As required by Florida Statutes Section 287.135(2), for contracts of any amount, the Contractor must certify on a form provided by the City, that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel.
- B. Requirements. As required by Florida Statutes Section 287.135(5), for contracts of \$1,000,000 or more, the Contractor must certify on a form provided by the City, that all of the following are true:
 - (1) The Contractor is not on the Scrutinized Companies that Boycott Israel List, created pursuant to Florida Statutes Section 215.4725, and that it is not engaged in a boycott of Israel; and
 - (2) The Contractor is not on the Scrutinized Companies with Activities in Sudan list or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector list, created pursuant to Florida Statutes Section 215.473; and
 - (3) The Contractor is not engaged in business operations in Cuba or Syria.
- C. Termination. If the Contractor provides a false certification or has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the Contractor will be in breach of this Contract and the City may terminate this Contract.

D. Penalty.

- (1) A Contractor that has been found to have provided a false certification may be subject to a civil penalty equal to the greater of \$2 million or twice the amount of this Contract, plus all reasonable attorneys' fees and costs, including any costs for investigations that led to the finding of the false certification; and
- (2) Will be ineligible to bid on any contract with the City for three (3) years after the date the City determined that the Contractor submitted a false certification.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURES TO FOLLOW.


CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-01

Emergency Response Services, Disaster Debris Management Services and Ancillary Preparation/Recovery Services in the City of North Port

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates as indicated below.

CONTRACTOR

DRC EMERGENCY SERVICES, LLC

By: 
Printed Name: Kristy Fuentes
Title: Vice President, Treasurer, Secretary

ACKNOWLEDGEMENT

STATE OF Louisiana
COUNTY OF Jefferson Parish

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, on this 25th day of August 2025, by Kristy Fuentes as VP for DRC Emergency Services, LLC


Notary Public

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission Expires _____

APPROVED by the City Commission of the City of North Port, Florida on _____, 202__.

CITY OF NORTH PORT, FLORIDA

A. JEROME FLETCHER II, ICMA-CM, MPA
CITY MANAGER

ATTEST

HEATHER FAUST, MMC
CITY CLERK

APPROVED AS TO FORM AND CORRECTNESS

MICHAEL GOLEN, CMP
INTERIM CITY ATTORNEY

Exhibit "A"
SCOPE OF SERVICES

SCOPE OF SERVICES: The scope of work is a general guide to the work the City expects to be performed by the Contractor(s) and is not a complete listing of all services that may be required or desired.

ADDITIONAL BACKGROUND:

North Port is located approximately twelve miles east of the Gulf of Mexico. It is positioned on the southwest side of Florida in the southernmost part of Sarasota County, which is bordered on the south by Charlotte County, on the east by Desoto County and to the north by Manatee County. The City is comprised of 104± square miles and is the third largest city in the state. The 2020 Census named the City the largest city in Sarasota County with a population of 85,099 and it still is largely undeveloped. The City has 70,608 platted residential lots, 813 miles of roads..

DRAINAGE INFRASTRUCTURE

The City drainage conveyance system is comprised of 1,613 miles of roadside swales with associated storm piping to direct discharge to 132 miles of manmade retention ditches (R-ditches) which are connected with 79.1 miles interconnected man-made canals that discharge westerly to the Myakkahatchee Creek. Stormwater can also overflow southerly to canals in Charlotte County. There are 64 water control structures (WCS) in the canals to control the water levels and retain water for a potable water supply. Out of the 64 WCS's, 23 are gated control structures, 28 are fixed weir structures, 5 are gated drop structures and 8 are drop structures. Most of these structures need substantial repairs or replacements. The City has replaced a total of 13 structures including 6 gated WCS. In addition to the swales, ditches, WCS and canals, the City various stormwater management pond systems throughout the City.

ROADWAY AND TRANSPORTATION INFRASTRUCTURE

The City of North Port has a total of 813 miles of roadways that vary in functional classification from local residential roads to arterial roads. Interstate 75 traverses the City near the northern part and US 41/Tamiami Trail traverses the City in the southern part. Both facilities are owned and maintained by the Florida Department of Transportation.

SIGNALS AND LIGHTING

The City currently maintains 22 traffic signals including the ones owned by FDOT along US 41. At this moment, we have several locations that we would like to perform signal warrant analyses and complete signal designs if the signals are warranted.

SOLID WASTE:

The City currently has 42,000 single and multi-family residential solid waste customers. The City currently has 460 commercial accounts for garbage service. The City currently operations a Monday thru Friday pickup operations and each route is divided into designated route sections. About 60% of the City residential customers all receive one side of the street pickups.

TRAILS, SIDEWALKS AND BIKE LANES

The city has several miles of multi-use trails and bike lanes and many more in the plans. At this time, the City does not have a master plan for trails, sidewalks and bike lanes but is interested in completing one that will incorporate the existing trails, sidewalks and bike lanes and complete a citywide network.

BRIDGES

There is a total of 47 vehicular bridges and 19 pedestrian and bicycle bridges within the City limits. The bridges were designed to accommodate a 50-year-design life and many of these bridges are approaching 40 to 50 years of age. Some bridges are showing signs of deterioration and are expected to need some sort of preventive maintenance in the near future to extend their service life.

ROADWAYS

The City of North Port is responsible for maintaining approximately 813 miles of roads. Due to population and development growth in recent years, several roads are approaching their adopted Level of Service (LOS). The City is currently in the design phase for the Price Boulevard widening from Sumter Boulevard to Toledo Blade Boulevard. Based on current and projected growth, we anticipate other roads needing some capacity improvements in the near future as well as intersection studies and improvements.

FACILITIES MAINTENANCE

Public Works maintains all City owned facilities and buildings. As part of this contract, we expect to require services related to heating, ventilating and air conditioning (HVAC), general plumbing, and electrical designs and retrofits among others.

1) OBJECTIVE

City of North Port is preparing for future Disasters by entering into a pre-event contract for Debris Management Services and Ancillary Services. The City will accept proposals from qualified contractors with experience in disaster and debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. It is the intent of City of North Port to award this contract to one (1) Primary Contractor, one (1) Secondary Contractor, and one (1) Tertiary Contractor. The Contractor(s) will be responsible for all debris operations listed within this contract. The City reserves the right to activate multiple contractors at the same time dependent upon the severity of the disaster and the availability of the contractors.

The term of the Agreement shall be for three (3) years with the option to renew by written amendment for a period that may not exceed three (3) years, or the term of the original agreement, whichever period is longer. Should any active individual event extend beyond the expiration date of the Agreement, the project agreement shall be extended until the project has been satisfactorily and successfully completed and accepted.

The current location for the Debris Management Site (DMS) for this Agreement is located on Price Boulevard, Price Blvd Site, North Port Lat 27.07220861/Long -82.16456796, PID #0983-00-1010 (Site A). The City has requested Pre-Authorization for the Fiveleaf Debris Site on Fiveleaf Road, North Port Lat 27-07413093/Long -82.0600857 PID # 1127-22-5736 (Site B). However, the City reserves the right to amend the DMS sites as deemed necessary.

Services for contract shall include Emergency Debris Road Clearance (Push), Debris Removal (including tree, limb and stump removal in accordance with FEMA Guidelines), DMS Management and Transportation of Debris to disposal site. All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency (EPA) requirements to maintain a safe working environment. City has the right to increase or decrease the Contractor's assignment(s) and/or areas of operation within the scope of this Agreement.

The Contractor(s) shall also be responsible for providing various ancillary services to assist in other areas of emergency response and recovery as needed. The ancillary services to be provided as needed may include but are not limited to the following:

- Emergency power generators.
- Temporary satellite communications.

- Temporary sanitary facilities.
- Reefer and refrigerator container with ice delivery.
- Potable water truck and drinking water.
- Mobile fleet repair facilities, technicians, and mechanics.
- Temporary signage and traffic control.
- mobile food and water distribution site, tents, and furnishings, inclusive of operation and staffing.
- Demolition of structures.
- Emergency temporary dry-in of facilities.
- Temporary security.
- Temporary lighting.
- Emergency cleaning of stormwater catch basins, culverts and wastewater appurtenances.
- Temporary fueling facilities/equipment, inclusive of storage and dispensing.
- Rental of various types of equipment (i.e. loaders, dump trucks, etc) with operators.
- Temporary fencing.
- Materials.

The Contractor(s) may be required to conduct one (1)-day (up to 8-hours) annual planning and training activities with City throughout the term of the agreement. This planning and training shall include, at a minimum, preliminary DMS site review, review and update debris collection zone maps, review and update of primary road clearance routes, local subcontractor coordination, and items such as hazardous waste handling and FEMA guidelines. The cost for this planning and training shall be included in the unit cost for each activity and be at no additional cost to the City.

The proposal shall outline the Bidder's ability to provide expert guidance with the current FEMA guidelines and regulations as they relate to disaster generated debris. All work will be in general conformity with the guidelines provided in the FEMA 325 Debris Management Guide and all other related FEMA and Federal contracting manuals as updated.

2) MINIMUM QUALIFICATION REQUIREMENTS

- a. The Proposer (Company) shall have been in the DEBRIS MANAGEMENT/DISASTER RECOVERY business for a minimum of three (3) CONSECUTIVE YEARS under their current business name or former business name, if applicable. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response. Examples of documentation may include, but not be limited to, local business tax receipts for three (3) years, corporation documents with date of inception, etc.
- b. The Proposer shall currently be engaged in emergency disaster recovery services on a full-time basis, year-round.
- c. Proposers shall demonstrate a minimum of three (3) consecutive years' experience of engagement in the DEBRIS MANAGEMENT/DISASTER RECOVERY business as a **prime contractor** and participation in at least in one (1) event as the prime contractor in a jurisdiction of at least 50,000 people. Proposers shall demonstrate meeting this minimum qualification requirement in the reference section of the Response Form. **Three (3) consecutive years of experience is defined as January 2021 through December 2023.** Proposers shall provide ALL requested information in the Contact and Qualifications Form to demonstrate meeting this requirement. Proposer's not demonstrating minimum similar and acceptable experience may be deemed non-responsible. In the event the Proposer has performed work

for the City, the City's experience shall be considered when evaluating references for determining a responsible Proposer.

- d. If the business is located **outside of the state of Florida**, the Proposer (Firm/Company) shall be currently licensed and legally permitted to perform services within the State of Florida. Documentation to support meeting this requirement may include a copy of their current Business Tax Receipt for the local government agency for which they reside or document filed with the State of Florida Division of Corporations. Copies of documentation demonstrating meeting this minimum requirement shall be submitted with your response.
- e. This Request for Proposal does not require a Bid Bond. However, the Bidder must submit with their Proposal a Letter of Bondability from their Surety Company (not the surety agent) showing their capacity which shall not be less than \$1,000,000.00. Any issuer of a Letter of Bondability must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of A- (Excellent) or better. If the surety agent is named on the Surety's Power of Attorney as a true and lawful Attorney-in-fact, to make, execute, seal and deliver said letter then a letter from the surety's agent will be allowed as long as a copy of the Surety's Power of Attorney documenting said appointment is included with the Letter of Bondability. The failure of a Bidder to submit a letter of bondability as required above with their Proposal shall result in the rejection of the Proposal.
- f. The Proposer shall provide evidence of the Proposer's ability to obtain the insurance requirements as specified herein.
- g. The Proposer shall provide a letter from the insurance company stating deductibles for each required policy. No deductibles shall be greater than 10% of the individual insurance policy.

Proposer shall meet all minimum requirements stated and shall provide copies and/or written documentation to substantiate meeting the requirements.

3) CITY'S RIGHT TO INSPECT

Proposer shall currently have adequate organization, facilities, equipment and personnel to insure services are performed and/or commodities are delivered. The City reserves the right before recommending any award, to inspect the facilities, organization and financial condition or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions herein.

4) CONTRACT AWARD REQUIREMENTS

- a. No proposal shall be accepted from, nor will any contract be awarded to, any person, who is in arrears to the City, upon any debt or contract, or who is a defaulter, as surety or otherwise, upon any obligation to the City, or who is deemed irresponsible or unreliable by the City.
- b. As a part of the evaluation process, the City may conduct a background investigation. Contractor's submission constitutes acknowledgement of the process and consent to such investigation. The City shall be the sole judge in determining Proposer's qualifications.
- c. Proposer shall be required to submit the following within **three (3) business days after receipt of a properly and fully executed work assignment pursuant to this Agreement**:
 - i) Performance and Payment bond(s).

- ii) Properly Completed Certificate of Insurance for Contractor and all subcontractors.
- iii) Completed Subcontractor List.
- d. Failure to submit contract award requirements within the above stated timeframe shall cause the Proposer to forfeit their surety/bid bond, if a surety/bid bond is a requirement of this solicitation.

5) GENERAL REQUIREMENTS

- a. The Contractor shall disclose to the City's Contract Administrator current and future debris management contractual obligations within the State of Florida throughout the term of the Agreement and provide reasonable assurance that such obligations will not preclude the Contractor from meeting its obligations under this Agreement. Such disclosure shall be provided to the City within thirty (30) days of entering into said contractual obligation.
- b. The Contractor agrees to hire or contract with willing local individuals and firms to provide labor and equipment for emergency services and to give local firms the first opportunity when awarding subcontracted work. The Contractor shall supply the City, on a yearly basis, a list of local individuals and firms under contract for performing services as a subcontractor.
- c. All payments under the Agreement shall be made only for services requested and approved by the City. **There shall be no retainer paid in order to keep the Agreement in effect.**
- d. The City seeks a company to specifically provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: hurricane, tornado, flooding, other wind driven severe weather disaster, natural disaster, manmade disaster or emergency.
- e. The City will contract for the provision of ancillary services, which may include but are not limited to; personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by the City by specific work assignment(s) to the Contractor. The Contractor must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.
- f. The Contractor shall be responsible for the following costs; travel, per diem, housing and meals for all of its employees and/or subcontractors. The Contractor will also be responsible for providing temporary office space for conducting its Work responsibilities when performing services, including but not limited to; temporary lighting, compressed air, security services, heat, power, water, toilets, and telephone service.
- g. When a Work Assignment is for post disaster mitigation, the Contractor shall provide an appropriate number of vehicles designed for such mitigation as well as all necessary personnel to ensure proper mitigation as determined by the City Manager.

6) AGREEMENT DEFINITIONS:

- a. **ACM** – Asbestos Containing Material.
- b. **Authorized Representative** – City Manager or designee and/or contracted individuals designated by the City or City Debris Manager.
- c. **CCSWDC** – Central County Solid Waste Disposal Complex (also referred to as Sarasota County Landfill or Landfill) located at 4010 Knights Trail Road, Nokomis, FL 34275.

- d. **CEI** – Construction Engineering & Inspection.
- e. **CFR** – Code of Federal Regulations. Codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government. The Code is divided into 50 titles which represent broad areas subject to Federal regulation. Emergency Management and Assistance is Title 44.
- f. **Chipping or Mulching** – The process of reducing woody material, such as lumber and vegetative debris, by mechanical means into small pieces to be used as mulch or fuel. Woody debris can be reduced in volume by approx. 75 percent, based on data obtained during reduction operations. The terms “chipping” and “mulching” are often used interchangeably.
- g. **City** – City of North Port, Florida.
- h. **City Debris Manager** – The City Manager or designee, will coordinate the debris removal process and provide general oversight for all phases of debris removal operations within the City.
- i. **Cleanup Crew** – A group of individuals and/or an individual working for the disaster debris collection contractor collecting disaster debris.
- j. **Clean Vegetative Debris** – Clean, woody debris and other organic materials that can be chipped and mulched. Clean vegetative debris is free of treated lumber, plastic, household hazardous waste, construction and demolition debris, etc.
- k. **Construction and Demolition Debris (C&D)** – Damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.
- l. **Contractor** – An entity that receives an Agreement as defined in 2 C.F.R. §200.22; and/or the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents. The Contractor is the same as the Successful Bidder.
- m. **Debris** – Items and materials broken, destroyed, or displaced by a natural or man-made disaster. Includes, but is not limited to, vegetative debris, construction and demolition debris, sand, mud, silt, gravel, rocks, boulders, and vehicle and vessel wreckage, or as further defined by the Public Assistance Program and Policy Guide (PAPPG).
- n. **Debris Clearance** – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.
- o. **DMS – Debris Management Site** – A site that is established when FEMA applicants are unable to take debris directly from the collection point to the final disposition location. A location to temporarily store, reduce, segregate, and/or process debris before it is hauled to a final disposal site. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).
- p. **Debris Monitoring** – Actions taken by the City, either by City staff or contractual services, in order to document eligible quantities and reasonable expenses during debris activities to ensure that the work complies with the contract scope-of-work and/or is eligible for Federal or State grant reimbursement.
- q. **Debris Removal** – Picking up debris and taking it to a debris management site, composting facility, recycling facility, permanent landfill or other reuse or end-use facility.

Eligible Debris – Defined in the Public Assistance Program and Policy Guide (PAPPG) as:

- i) Must be associated with an eligible facility, including debris on the property of the eligible facility;
- ii) Removal of debris from improved public property and public rights-of-way (ROWs), including Federal-aid roads;
- iii) Residential debris, if City authorizes residents to place incident-related debris on public ROWs for a limited period of time, with the following exclusions:
 - (a) Debris placed on public ROWs from commercial properties;
 - (b) Debris placed on the public ROWs resulting from removal of materials related to the construction, repair, or renovation of either residential or commercial structures.

Eligible means qualifying for and meeting the most current stipulated requirements (at the time written Notice to Proceed is issued and executed by the City to the Contractor) of the Public Assistance grant program, publication PAPPG and all current FEMA fact sheets, guidance documents and disaster-specific documents. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by the Federal Emergency Management Agency during the course of a debris removal project.

Ineligible Debris – Defined in the Public Assistance Program and Policy Guide PAPPG as:

- i) Debris removal from the following is not eligible:
 - (a) Federally maintained navigable channels and waterways;
 - (b) Flood control works under the authority of the Natural Resources Conservation Service (NRCS);
 - (c) Agricultural land; and
 - (d) Natural unimproved land, such as heavily wooded areas and unused areas.
 - ii) Removing debris to restore the pre-disaster capacity of engineered facilities may be eligible as Permanent Work if the applicant can substantiate the pre-disaster capacity and maintenance of that facility.
- r. **Debris Removal (Category A)** – PAPPG defines debris removal activities, such as clearance, removal, and disposal are eligible as Category A if the removal is in the public interest based on whether the work:
- i) Eliminates immediate threats to lives, public health, and safety;
 - ii) Eliminates immediate threats of significant damage to improved public or private property;
 - iii) Ensures economic recovery of the affected community to the benefit of the community at large; or
 - iv) Mitigates risk to life and property by removing substantially damaged structures and associated structures and appurtenances as needed to convert property acquired using HMGP funds to uses compatible with open space, recreation, or wetlands management practices. Such removal must be completed within 2 years of the declaration date unless extended by the FEMA Assistant Administrator of the Recovery Directorate.

- s. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the agreement. Term includes primary Contractor, subcontractors and individual crews.
- t. **Demobilization** – Following the completion of services provided under the resulting agreement, the Contractor will remove all equipment, supplies and other associated materials involved in the services provided to the City. The contractor will leave all utilized sites clean and restored to the original state as approved by the City and verified through soil and groundwater samples.
- u. **Demolition** – The act or process of reducing a structure, as defined by State or local code, to a collapsed state. It contrasts with deconstruction, which is the taking down of a building while carefully preserving valuable elements for reuse.
- v. **FDEP** – Florida Department of Environmental Protection.
- w. **Designated Area** – Generally bounded by the City line and includes public property and rights-of-way within the City that was directly affected by a debris-generating event.
- x. **DDIR** – Detailed Damage Inspection Report.
- y. **Disaster** – any event, natural disaster, emergency, accident, or act of god that causes great damage or loss of life. The terms “Catastrophe”, “Emergency Event”, “Event”, and “Storm” are used interchangeable herein. Examples of Disasters are hurricanes, tornadoes, floods, sink holes, and high wind storms.
- z. **Disaster Specific Guidance (DSG)** is a policy statement issued in response to a specific post-event situation or need in a state or region by a Public Agency such as FEMA, FDOT, FHWA, etc. Each DSG is issued a number and is generally referred to, along with their numerical identification.
- aa. **The Disaster Case Management Program (DCMP)** is a federally funded program administrated by the Department of Homeland Security’s Federal Emergency Management Agency (FEMA). In the event of a Presidentially declared disaster, the Governor of the impacted State may request the implementation of the DCMP if the declaration includes Individual Assistance.
- bb. **DOT** – Florida Department of Transportation.
- cc. **Eligible Hanger** – A hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to PAPPG are:
 - i) The limb must be greater than two inches in diameter at the point of breakage;
 - ii) The limb must be suspended in a tree and threatening a public-use area; and
 - iii) The limb must be located on improved public property.
- dd. **Eligible Hazardous Stump** – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met. The current eligibility requirements for hazardous hangers according to PAPPG are:
 - i) The stump has fifty percent (50%) or more of the root-ball exposed.
 - ii) The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.

iii) The stump is located on a public right-of-way.

iv) The stump poses an immediate threat to public health and safety.

ee. **Eligible Household Hazardous Waste (HHW)** – The Resource Conservation and Recovery Act (RCRA) defines hazardous waste as materials that are ignitable, reactive, toxic, corrosive or meet other listed criteria. Examples of Eligible HHW include items such as paints, cleaners, pesticides, etc. The eligibility criteria for HHW are as follows:

i) HHW must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.

ii) HHW removal must be the legal responsibility of the applicant.

iii) HHW must be a result of the major disaster event.

The collection of commercial disaster related hazardous waste is generally not eligible for reimbursement. Commercial hazardous waste will only be collected in the City with written authorization by the City Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

ff. **Eligible Leaner** – A tree is considered hazardous and defined as an Eligible Leaner when the tree's present state is caused by a disaster, the tree poses an immediate threat to lives, public health and safety, or improved property, it has a diameter breast height (54" above the grade) of six inches or greater; and one or more of the following criteria are met:

i) The tree has more than fifty percent (50%) of the crown damaged or destroyed. The crown shall mean the entire canopy of the tree;

ii) The tree has a split trunk or broken branches that expose the heartwood. Heartwood shall mean wood that is altered from sapwood that provides chemical defense against decay-causing organisms and continues to provide structural strength to the trunk;

iii) The tree has fallen or been uprooted within a public use area; and/or

iv) The tree is leaning at an angle greater than thirty (30) degrees.

gg. **Eligible Vegetative Debris** – As outlined in PAPPG, 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. Current eligibility criteria include:

i) Debris must be located within a designated disaster area and be removed from an Eligible applicant's improved property or right-of-way.

ii) Debris removal must be the legal responsibility of the applicant.

iii) Debris must be a result of the major disaster event.

hh. **Eligible White Goods** – As outlined in PAPPG, Eligible White Goods are defined as discarded disaster related household appliances such as refrigerators, freezers, air conditioners, heat pumps, microwave ovens, oven, ranges, dish washing machines, clothes washers and 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 may extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- i) White goods must be located within a designated disaster area and be removed from an Eligible applicant's improved property or ROW.
 - ii) White goods removal must be the legal responsibility of the applicant.
 - iii) White goods must be a result of the major disaster event.
- ii. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- jj. **EPA** – United States Environmental Protection Agency.
- kk. **ER** – Emergency Relief.
- ll. **E-Waste** – End of life electronics, typically televisions, computers and related peripheral components.
- mm. **FDEP** – Florida Department of Environmental Protection (FDEP).
- nn. **FDOT** – Florida Department of Transportation.
- oo. **FEMA** – Federal Emergency Management Agency.
- pp. **FEMA Public Assistance Program and Policy Guide**, Publication #FP 104-009-2, January 2018 as amended (PAPPG) – This publication is specifically dedicated to the rules, regulations and policies associated with the debris removal process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The PAPPG provides the framework for the debris removal process authorized by the Stafford Act including:
 - i) Eliminating immediate threats to lives, public health and safety.
 - ii) Eliminating immediate threats of significant damage to improved public or private property.
 - iii) Ensuring the economic recovery of the affected community to the benefit of the community-at-large.
- qq. **FHWA** – Federal Highway Administration.
- rr. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.
- ss. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.
- tt. **Grinding** – Reduction of disaster-related vegetative debris through mechanical means into small pieces to be used as mulch or fuel. Grinding may also be referred to as chipping or mulching.
- uu. **Hand Loading** – Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.

- vv. **Hangers** – See Eligible Hanger.
- ww. **Hazardous Waste** – Waste with properties that make it potentially harmful to human health or the environment. Hazardous waste is regulated under the Resource Conservation and Recovery Act (RCRA). In regulatory terms, a RCRA hazardous waste is a waste that appears on one of the four hazardous wastes lists or exhibits at least one of the following four characteristics: ignitability, corrosivity, reactivity or toxicity. Hazardous Waste includes the following; Household Hazardous Waste (HHW), Hazardous or Toxic Waste (HTW) and Industrial Waste (IW): Any waste or combination of wastes of a solid, liquid, contained gaseous, or semisolid form which because its quantity, concentration or physical, chemical or infectious characteristics may pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed of, or otherwise managed.
- xx. **HHW** – Household Hazardous Waste.
- yy. **Hold Harmless** – Generally, a contractual arrangement whereby one party agrees to hold the other party without responsibility for damage or other liability incurred as a result of a particular action or transaction.
- zz. **Household Hazardous Waste** – See Eligible Household Hazardous Waste.
- aaa. **HWTSDf** – Hazardous Waste Treatment, Storage and Disposal Facility.
- bbb. **JRTS** – The Jackson Road Transfer Station operated by the Sarasota County Solid Waste Management Division located at 250 S. Jackson Road, Venice, FL. 34292.
- ccc. **Leaners** – See Eligible Leaner.
- ddd. **Mixed Debris** – Mixture of various types of debris including, but not limited to, construction and demolition debris, vegetative, white goods, metals, household generated waste, household hazardous waste, abandoned vehicles, tires, etc. Vegetative Debris that has been mixed with construction and demolition debris or other materials at the load site prior to removal. The Contractor is required to sort mixed debris at the Load Sites if minor amounts of undesirables are present, as determined by City.
- eee. **Monitor** – Person that observes day-to-day operations of debris removal crews to ensure eligible work is being performed which meets the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations.
- fff. **Mulching or Chipping** – See Chipping or Mulching.
- ggg. **Mutual Aid Agreement** – A written understanding between communities and State obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.
- hhh. **National Response Plan (NRP)** – A plan developed to facilitate the delivery of all types of Federal assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies involved in Federal assistance to supplement State, tribal and local efforts.
- iii. **OSHA** – Occupational Safety and Health Administration.
- jjj. **Outbuilding** – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

kkk. **PPE** – Personal Protective Equipment. May also be referred to as “Safety Gear.”

lll. **Putrescent Debris** – any debris that will decompose or rot, such as animal carcasses or other fleshy organic matter.

mmm. **Public Drop-Off Site** – A City approved location where residents from designated locations may bring their own Eligible Debris.

nnn. **RACM** – Regulated Asbestos Containing Material.

ooo. **RCRA** – Resource Conservation and Recovery Act.

ppp. **Recycling** – The recovery or use of wastes as a raw material for making products of the same or different nature as the original product.

qqq. **Refrigerant** – Ozone depleting compound that must be removed from white goods or other refrigerant containing items prior to recycling or disposal.

rrr. **Regulated Waste** – Any waste that is regulated by the USEPA, FDEP or local rules/ordinances.

sss. **RFB** – Request for Bid

ttt. **RFP** – Request for Proposal.

uuu. **Right of Entry (ROE)** – As used by FEMA, the document by which a property owner confers to an eligible applicant or its contractor or the United States Army Corps of Engineers the right to enter onto private property for a specific purpose without committing trespass.

vvv. **Right-of-Way (ROW)** – The portions of land over which facilities such as highways, railroads or power lines are built. It includes land on both sides of the facility up to the private property line.

www. **RRC** – Rapid Response Crew – A group of personnel that is commensurate with the size of the incident whom have the exclusive responsibility of first responder rescue activities.

xxx. **Scale/Weigh Station** – A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly. It also may be used to determine the quantity of debris picked up and hauled.

yyy. **Soil, Mud, and Sand** – Aggregate and organic materials often deposited as a result of floods, landslides, winds, and storm surges on improved public property and public rights-of-way. Facilities commonly affected by this type of debris include streets, sidewalks, storm and sanitary sewers, water treatment facilities, drainage canals and basins, parks, and public swimming pools.

zzz. **Sarasota County Landfill** – Central County Solid Waste Disposal Complex, located at 4010 Knights Trail Road, Nokomis, FL 34275.

aaaa. **Task Order or Work Assignment** – City document used to assign tasks/work to the Contractor.

bbbb. **TDSPF** – Temporary Debris Staging and Processing Facility. Site where collected debris is taken by the debris removal contractors for staging and processing prior to final disposal. May also be referred to as a Debris Management Site (DMS).

- cccc. **TDSR Site – Temporary Debris Storage and Reduction Site(s)** are locations designated by the City for the storage and reduction of disaster related debris.
- dddd. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- eeee. **United States Army Corps of Engineers (USACE)** – A component of the United States Army responsible for constructing and maintaining military installations and other government-owned and controlled facilities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.
- ffff. **Vegetative Debris** – As outlined in PAPPG, eligible Vegetative Debris includes whole trees, stumps, trunks, branches 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. Current eligibility criteria include:
- i) Debris must be located within a designated area and be removed from an eligible applicant’s improved property or right-of-way; and
 - ii) Debris removal must be the legal responsibility of the applicant; and
 - iii) Debris must be a result of the major disaster event.
- jjjj. **Vehicles and Vessels** – PAPPG defines as vehicles and vessels damaged, destroyed, displaced, or lost as a result of a disaster. Vehicles and vessels may be abandoned because of damage incurred or because the vehicle or vessel is not on the owner’s property and ownership is undetermined.
- kkkk. **Volatile Organic Compounds (VOCs)** – VOCs are hydrocarbon compounds that have a low boiling point which allows them to evaporate quickly. Many VOCs are toxic and ground-water contaminants of concern because they may persist in and migrate with groundwater to a drinking water supply.
- llll. **White Goods Debris** – See Eligible White Goods.

ACRONYMS

ACM	Asbestos Containing Material
C&D	Construction and Demolition
CBRA	Coastal Barrier Resources Act
CBRN	Chemical, Biological, Radiological and Nuclear
CBRS	Coastal Barrier Resources System
CCSWDC	Central County Solid Waste Disposal Complex
CEI	Construction Engineering and Inspection
CFR	Code of Federal Regulations
CTS	Central Transfer Station
CWA	Clean Water Act
CZMA	Coastal Zone Management Act
DDIR	Detailed Damage Inspection Report
DEP	Florida Department of Environmental Protection (Same as FDEP)
DMS	Debris Management Site
DOT	Department of Transportation
DRM	Disaster Recovery Manager
DTFL	Debris Task Force Leader
EO	Executive Order

EPA	Environmental Protection Agency
ER	Emergency Relief
ESA	Endangered Species Act
ESF	Emergency Support function
FDOT	Florida Department of Transportation
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
GIS	Geographic Information System
GPS	Global Positioning system
HHW	Household Hazardous Waste
HUD	Department of Housing and Urban Development
HWTSDf	Hazardous Waste Treatment Storage and Disposal Facility
IA	Individual Assistance
ICS	Incident Command System
JFO	Joint Field Office
NEPA	National Environmental Policy Act
NHPA	National Historic Preservation Act
NPCC	North Port City Commission
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PAPPG	Public Assistance Program and Policy Guide
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris removal
PPE	Personal Protective Equipment
PW	Project Worksheet
RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
TDSPF	Temporary Debris Staging and Processing facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

7) SCOPE OF WORK - GENERAL

- A. The City is requesting proposals from qualified and experienced Contractors to assist the City with debris removal, ancillary services, and recovery operations after disasters and/or emergency events. Duties shall include project management and coordination of recovery activities necessary to meet FEMA eligible requirements for full

reimbursement. Contractor shall coordinate with FEMA, the City's monitoring sub-contractors and City Staff. Contractor shall provide; equipment and personnel needed to safely and rapidly remove, and properly dispose all storm related debris, data management, daily quantity and progress reports to City Staff, and community relation services. The Contractors may be assigned any other tasks as directed by the City Manager or designee.

- B. The Contractor shall perform all services in a professional manner and in compliance with all applicable laws, federal, state and local agencies laws, ordinances, rules, regulations, policies, permits and guidelines of FEMA, FHWA, National Resource Conservation Service (NRCS), and FDOT. Only the highest quality of workmanship will be acceptable. Services, equipment and/or workmanship not conforming to the intent of the awarded Agreement or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.
- C. Contractor shall bear all of its own operating costs and is responsible for all permit fees, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services. All services shall be provided in an appropriate approved area where storm water laden pollutants will remain on site and not be transported to a state water body or stream leading to one.
- D. The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management and safety staff to work with City staff, and field supervisors, operators, drivers, laborers (along with appropriate vehicles and equipment), housing, hand tools and all other incidentals to ensure a successful recovery operation.
- E. Under the resulting Agreement, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Manager or designee. Work shall also include the clearing and removing of any and all "eligible" debris as most currently defined (at the time a Work Assignment/Notice to Proceed is issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Public Assistance Program Policy Guide (PAPPG), all applicable state and federal Disaster Case Management documents, FEMA fact sheets and policies and as directed by the City. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA during the course of a debris removal project. The aforementioned definition of "eligible" applies to all uses throughout Scope of Services.
- F. Work will include but is not limited to: 1) examining debris to determine whether or not debris is eligible; 2) loading the debris; 3) hauling debris to City approved DMS(s) or City approved Final Disposal Site(s); 4) reducing disaster related debris; 5) hauling reduced debris to a City approved Final Disposal Site; and 6) disposing of reduced debris at a City approved Final Disposal Site. Debris not defined as eligible by FEMA, PAPPG, state or federal policies will not be loaded, hauled, or dumped under this Contract unless written instructions are given to the Contractor by the City. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of any and all disaster/emergency generated debris which is the result of the event under which the Contractor was issued a Work Assignment/Notice to Proceed, unless otherwise directed by the City in writing.
- G. Work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Manager or designee. Work shall also include the clearing and removing of any and all "eligible" debris as required in the Work Assignment/Notice to Proceed. All work shall be performed in accordance with FEMA Public Assistance Program and Policy Guide, Publication #FP 104-009-2, January 2018 or current version. No guarantee is expressed or implied as the volume of services, if any, that shall be procured under this Request for Proposal by the City.
- H. Documentation Management and Support activities include, but are not limited to:

- i. Assisting the City in preparation of FEMA and State reports for reimbursement, including training of City employees and review of documentation prior to submittal;
 - ii. Working closely with City and State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility;
 - iii. Providing towers, lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.
- I. Additional support may include, but is not limited to providing; technical expertise, guidance, and participation in the following areas:
- i. Damage assessment to include plan development, procedure development, staff training and staff augmentation;
 - ii. Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation;
 - iii. Develop debris plan to include staff training;
 - iv. Provide technical support and assistance in developing and dispersing public information.
- j. MOBILIZATION:
- i. Initial communication. The Contractor is responsible to contact the City Manager or designee ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to an emergency event anticipated to affect the City.
 - ii. The Contractor shall make every attempt to communicate via telephone with the City Manager or designee immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center (EOC). In the event the Contractor is unable to reach the City Manager or designee they shall report immediately to the designated City Emergency Operations Center.
 - iii. Initial on-site response shall be deemed as having a Contractor's representative physically present at the North Port Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be deemed as the commencement of work as defined by Work Assignment within twelve (12) hours of issuance of Work Assignment/Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause herein shall be imposed.
 - iv. Compensation for Standby Equipment related to Ancillary Recovery Services – Excluding Debris Management Services – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the City:
 - 1. The City will release the equipment to the Contractor for deployment outside of the City. This process shall be in writing with the City Manager or designee signature authorizing the release of the equipment.
 - 2. In the event the equipment cannot be redirected; the City shall compensate the Contractor based on a daily rate schedule or pro-rated fee based on the rate schedule.

- v. The Contractor shall not be compensated by the City nor invoice the City for stand-by services or equipment for debris management services.
- vi. The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.
- vii. The Contractor shall coordinate with the City a disaster recovery plan applicable to the event. The plan shall include:
 - 1. Verification of primary transportation routes, which require clearing;
 - 2. Debris removal strategy (i.e. landfill disposal site, DMS site, if required additional mileage to disposal site, etc);
 - 3. Placement of emergency power at all traffic signals, if required;
 - 4. Placement of immediate need sanitary units, if required;
 - 5. Placement of immediate need reefer and refrigerator containers and ice supply, if required;
 - 6. Placement of a water trucks with potable water and emergency bottled water, if required; and
 - 7. Placement and operation of a temporary fleet maintenance facility, if required.
- viii. The Contractor shall deploy all resources for the following immediate need services within twelve (12) hours of issuance of Work Assignment/Notice to Proceed. Should the services or delivery not be fully underway or delivered within twenty-four (24) hours of the event, the liquidated damages clause as stated herein may be imposed:
 - 1. Equipment for clearing transportation routes;
 - 2. Equipment and materials to provide emergency power at facilities deemed essential by the City;
 - 3. Portable sanitary units;
 - 4. Reefer and refrigerator containers with ice delivery;
 - 5. Potable water trucks and emergency bottled water;
 - 6. Temporary fleet maintenance facility and services;
 - 7. Traffic control and signage; and
 - 8. Canteen to include staffing and operation.
- ix. The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.
- x. The City shall direct the Contractor on the specific equipment to be delivered, set up and made ready for use.

k. ANNUAL REQUIREMENTS

- i. No commitments for future purchases for this or any other project are implied and responding firms shall not infer any such intentions by the City.
- ii. The Contractor will appoint one of their employees as the key contact for approval by the City Manager or designee.
- iii. The Contractor shall provide a “clean as you go” policy and supervise and enforce such policy during ALL operations.
- iv. The Contractor shall advertise (business card size ad) for local subcontractors ANNUALLY in a local newspaper approved by the City.
- v. The Contractor shall prepare and present a written plan of operations annually in the month of May.
- vi. The Contractor shall provide a safe working environment for its employees and subcontractors.
- vii. The Contractor shall notify the City within twenty-four (24) hours of any Notices of Violation or other notice of any legal or regulatory actions taken against the Contractor or its subcontractors while conducting work within the scope of this Contract. The Contractor shall be responsible for responding to and completing any corrective action necessary in response to such notice, and for any fines resulting from any violations of federal, state or local laws or regulations.

9. EMERGENCY DEBRIS ROAD CLEARANCE

- A. The Contractor shall mobilize management staff and at least the minimum required level of equipment to the City within twelve (12) hours following Notice to Proceed.
- B. The Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This operational aspect of the Scope of Services shall be for the first seventy (70) hours after an Event and the issuance of a Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the remainder of the work may begin as required by the Notice to Proceed.
- C. Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish services. This task of the Scope of Service shall be completed within the first twenty-four hours after mobilization in accordance with)7(j) above.
- D. Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.
- E. The City will compensate the Contractor based on the Equipment/Labor Rate Schedule – Category B.

10. DEBRIS MANAGEMENT

- A. The Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated DMS from the City’s public rights-of-way, and shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.
- B. The Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within seventy-two (72) hours following the day of the disaster. Debris Removal work within the City will be prioritized by the City.

- C. The Contractor shall be responsible for obtaining, maintaining and complying with all required federal, state, and local permits for providing services.
- D. All work shall be in compliance with all local, state and federal laws and rules, including FDEP Environmental rules.
- E. Debris management services shall be defined as:
 - i. Debris removal from City's public rights-of-way and transportation to the DMS or directly to disposal facility;
 - ii. Quantifying and proper documentation of all debris;
 - iii. Separation of FHWA eligible road debris from other debris, including quantifying and proper documentation;
 - iv. DMS site management;
 - v. Reduction of vegetative, C&D, and mixed debris;
 - vi. Removal of refrigerant in white goods;
 - vii. Removal of dead animal carcasses; and
 - viii. Loading, transporting and disposal of reduced debris at designated disposal sites.
 - ix. Waterway debris removal from City's waterways and transportation to City's public rights-of-way.
 - 1. Debris removed from waterways must be placed on the ROW or the closest Point of Access ("POA") for conventional hauling, reduction, and haul out under Line-Item Nos. A.1-A.3, A.12, and A.16-A.17 respectively.
 - 2. The work specified in this section consists of clearing storm related debris from within publicly dedicated canals, primary drainage ditches, and public lakes throughout the City of North Port. All work under this section is for the clearing, removal, and proper disposal of all storm-related debris and vegetation including, but not limited to, fallen trees, building materials, and objects which have the potential for obstructing water flow within the Right of Way limits of each ditch, lake, and canal in the City of North Port. The limits of clearing each ditch and lake shall be from within the top of bank: however, any debris or dead/damaged vegetation along and adjacent to the top of each bank which has the potential of falling or blowing into, and obstructing said ditch/ lake, shall also be removed. It shall be noted that some ditches are wet all year round.
- F. The City will compensate the Contractor based on the Rate Schedule – Category A. except for Tipping Fees as provided in this Agreement. The Disposal Costs (Tipping Fees) shall be paid by the Contractor directly to the disposal facility. The City will designate the approved Final Disposal Facility in consultation with the Contractor. Alternate Final Disposal Facility locations may be utilized as directed and approved by the City. The Contractor will be responsible to negotiate the Tipping Fees with the Final Disposal Facility, and to provide the City the per cubic yard Tipping Fee for each alternate location. The Contractor must pay the Tipping Fee to the approved Final Disposal Facility that meets local, state, and federal regulations for disposal of the debris. The City will reimburse the Contractor the actual Tipping fees paid as a pass-through cost consistent with the required documentation as provided in this Agreement. Prior to payment, the Contractor must submit to the City an invoice in hard copy and electronic format matching scale/weight

tickets numbers with each original serialized numbered load ticket or haul-out ticket verifying the actual weight for each load of debris as described in this agreement and other applicable information as requested by the City. The Contractor will also be required to provide proof of Contractor Tipping Fee payments to the approved Final Disposal Facility.

- G. The Contractor will not be compensated for disposing of any material **NOT** defined as eligible debris. The Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; the Contractor will not invoice the City for such loads. For each suitable load picked up, hauled and processed, a record of the total cubic yards hauled will be recorded by the Contractor and City on numbered tickets supplied by the Contractor. Copies of each load record will be available to the Contractor and the City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. The City may temporarily remove any disputed amount line items in the bill from the invoice for review.
- H. Load tickets improperly completed by the Contractor and submitted to the City will be rejected and payment for the rejected tickets will be forfeited.
- I. ELIGIBLE DEBRIS
- i. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.
 - ii. The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public rights-of-way within City limits and City facilities, as may be directed by the City. Services will only be performed when requested and as designated by the City.
 - iii. The debris is defined as five (5) types:
 - 1. Construction & Demolition (C&D).
 - 2. Mixed Debris.
 - 3. Vegetative Debris.
 - 4. White Goods.
 - 5. Tires
 - iv. The City and Contractor will tentatively plan the number of Passes/Sweeps for debris pick up following a complete assessment of the volume of disaster generated debris. Passes/Sweeps means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-way. This service is usually limited to three (3) passes through the community.
 - v. The current location for the Debris Management Site (DMS) for this Agreement is located on Greenland Street Price Boulevard, Price Blvd Site Golf Course Site, North Port Lat 27:3:23.82627.07220861/Long 82:6:46.512-82.16456796,

PID #1135-10-02100983-00-1010 (Site A). The City has requested Pre-Authorization for the Yorkshire Site Five leave Debris Site on Langlais Five leaf Road Drive, North Port Lat 27:06427-07413093/Long 82:090,-82.0600857 PID # 1126-23-34181127-22-5736 (Site B). However, the City reserves the right to amend the DMS sites as deemed necessary.

- vi. **HAND LOADING** - The preference is for all debris to be mechanically and reasonably compacted. Debris monitors located at temporary or final debris disposal sites will reduce the observed capacity of each hand loaded truck or trailer by 50% because of the low compaction achieved by hand loading. For example, if a 40 cubic yard (CY) hand loaded truck or trailer arrives at a debris management or disposal site, and it appears to be 100% full, the actual quantity of debris in the truck or trailer will be recorded as 20 CY $[(40\text{CY}/2) * 100\%]$. In the same manner, if the truck or trailer appears half full, the load will be recorded as 10 CY $[(40\text{CY}/2) * 50\%]$. The maximum amount recorded for a hand loaded vehicle will be 50% of its measured capacity. The contractor shall receive 50% reduced payment for a load that receives a penalty, whether hand loaded or otherwise penalized.

J. EQUIPMENT

- i. The Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), and remove ash from the incinerator, load and haul for disposal of all non-grindable or non-burnable debris and ash residue, and any other equipment which may be necessary for the performance of this Agreement.
- ii. Prior to commencing debris reduction and disposal operations, the Contractor shall present to the City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators).
- iii. All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations and shall meet all local FDOT requirements.
- iv. Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.
- v. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by the City and shall be subject to examination/inspection by the City throughout the project
- vi. Damaged sideboards must be repaired prior to arriving at the dumpsite or the load will be rejected by the City and payment will not be made to the Contractor for the rejected load.
- vii. All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to securely hold the tailgate closed during loading as needed and transit. Rubber bungee cords will not be permitted.
- viii. The Contractor, prior to use, will inspect all equipment to ensure all requirements are met and the equipment is in good overall condition, and is suitable for the intended work. The City reserves the right to refuse equipment that is deemed, by the City, to be unsafe or inadequate.

- ix. All equipment used for hauling debris shall be measured and accurately marked for its load capacity. The Contractor shall supply pre-approved measurement forms for each hauling container used under this Agreement.
- x. Prior to commencing debris removal operations, the Contractor shall present to the City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container and rounded down to the nearest whole cubic yard.
- xi. Hauling capacity, in cubic yards, will be recorded and clearly marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.
- xii. Trucks and trailers designated for use under this Agreement shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. The Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this Agreement.
- xiii. Equipment used under this Agreement shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber-tired equipment must be approved by the City.
- xiv. Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by the City.
- xv. Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 pounds on all trailers. All trailers must have a legible manufacture's identification plate with ratings.
- xvi. Trucks or equipment that are designated for use under this Agreement shall not be used for any other work during the working hours of this Agreement.
- xvii. The Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this Agreement.
- xviii. Under no circumstances will the Contractor mix debris hauled for others with debris hauled under this Agreement.

K. TREES, TREE STUMP AND TREE LIMB REMOVAL

- i. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the City.
- ii. All stump work performed shall be in accordance with PAPPG.
- iii. The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the City, to the DMS for reduction and disposal.
- iv. The City will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location before removal on a Contractor provided log form, which shall include Latitude & Longitude of each stump as well as an address if one is available.

- v. The Contractor shall measure the tree/stump at breast height (54" above the grade) to determine the diameter of the trunk. If the tree/stump is not 54" above the grade, the Contractor shall measure the tree/stump at the highest point from the grade. Trees and stump shall be removed in an efficient and safe manner.
- vi. As directed by the City, the Contractor shall cut and remove hanging or broken limbs.
- vii. Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the DMS for processing.
- viii. The loading, hauling of tree debris, processing of tree debris, and final disposal shall be conducted under the Right-of-Way debris management requirements and rate schedule.
- ix. The City will not compensate Contractor for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.
- x. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.

L. DEAD ANIMAL CARCASSES

The Contractor shall collect, transport, and legally dispose of dead animal carcasses, or part(s) thereof, including, but not limited to, dead livestock, poultry, household, domesticated and/or large animals in any permissible manner consistent with federal, state and local laws and regulations.

M. HAZARDOUS WASTE SPILLS – if applicable

- i. The Contractor shall be responsible for reporting to the City and cleaning up all hazardous materials or waste spills caused by the Contractor's operations at no additional cost to the City.
- ii. Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.
- iii. Contractor shall provide and inspect spill response equipment including spill kits prior to start of the Project. Quantity of material needed on-site should be commensurate with the quantity of hazardous materials and waste the Contractor expects to have on-site. Contractor shall immediately, and at its own expense, take all steps necessary to curtail any discharge, spill, release or emission of Hazardous Materials and Waste and to mitigate any consequences to persons, property or the environment.
- iv. Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point (1-800-320-0519) and the City immediately following discovery. A written follow-up report shall be submitted to the City no later than seven (7) days after the initial report. The written report shall be in narrative form, and at a minimum shall include the following:
 - 1. Description of the material spilled (including identity, quantity, manifest number, etc.).
 - 2. Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
 - 3. Exact time and location of spill, including description of the area involved.

4. Receiving stream or waters, and any surrounding waters.
 5. Cause of incident and equipment and personnel involved.
 6. Injuries or property damage.
 7. Duration of discharge.
 8. Containment procedures initiated.
 9. Summary of all communications Contractor has with the press/media, agencies, or government officials other than the City, which shall include but not be limited to description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.
- v. Contractor shall implement and maintain a safety program that meets the requirements of 29 CFR 1910.120 and 29 CFR 1926.65 for any designated Hazardous Waste and Emergency Response (HAZWOPER) work. Designated HAZWOPER work includes any work that falls under the scope of OSHA HAZWOPER regulations or any work designated by the City as HAZWOPER work. The Contractor shall provide documentation of worker HAZWOPER qualification (medical and training) to the City prior to allowing worker access to any designated HAZWOPER site. Additionally, Contractor shall maintain current HAZWOPER worker qualification documentation at the Project Site.

N. RIGHT-OF-ENTRY (ROE) DEBRIS MANAGEMENT (If implemented by the City)

- i. The Contractor shall hold the Federal Government harmless from any and all liability for these services. All procedures relating to this service shall be in accordance with the Debris Management program should the City elect to implement such program.
- ii. The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that a property owner requests to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal commences, nor does Contractor warrant that utility damages will not occur as a result of properly conducted services. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City.
- iii. The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

O. WHITE GOODS

- i. All procedures relating to this service shall be in accordance with the Debris Management Plan.
- ii. The Contractor shall be responsible for the removal of refrigerant from all white goods and processing in a legal manner.
- iii. The City reserves the right to maintain ownership of the white goods for recycling per the State of Florida pilot debris management plan.

P. LOAD TICKETS

- i. A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Contractor shall submit an example load ticket with their response.
- ii. At a minimum, each ticket must contain the following information:
 1. The City of North Port, Florida, Debris Load Ticket (as a title).
 2. Contractor Name.
 3. Ticket Number.
 4. Load Site Location.
 5. Date.
 6. Load Site Zone.
 7. Truck (Container) Number.
 8. Capacity (Container).
 9. Total Debris Volume (Quantity).
 10. Dump Site Name (Location).
 11. Debris Classification (Vegetation, C&D, Mixed, Other).
 12. Comment Section.
 13. Verification Signature Lines (Load Site, Dump Site Monitors, and Contractor).
- iii. A City Load Site Monitor or the City's monitoring contractor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the five (5) copies to the City Disposal Site Monitor at the dumpsite, the City will validate, retain one copy, give one copy to the driver, and three copies to the Contractor (one copy for the sub-contractor and two copies for the prime contractor).
- iv. The Debris Removal Contractor will not be permitted to unload the debris at a disposal site without an approved Load Ticket that was supplied by their assigned monitor.
- v. The Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of the City.
- vi. The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DMS. The DMS Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.

- vii. A City Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by the City. Load measurements will be documented on Load Tickets.
- viii. The Contractor shall keep a daily updated log, in each DMS site inspection tower, of all loads received, including the total volume of debris in each load.
- ix. The Contractor shall provide to the City a copy of all daily log sheets at the end of each business day.

Q. TRAFFIC CONTROL

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

R. DUMPSITES

- i. The Contractor shall use only debris dumpsites designated by the City, unless otherwise approved by the City. The Contractor shall haul vegetative debris to the site designated for vegetative debris and construction and demolition and mixed debris to the site designated for construction and demolition debris. The Contractor shall haul hazardous waste debris to the site designated for hazardous waste.

There may be instances when the City will assign the removal of the reduced vegetative debris to a legal and permitted recycling site. The City currently utilizes The Ranch Land Operations, located in south Sarasota County, the entrance is on South River Road. It is unknown at this time if the City would utilize this site in case of an emergency.

- ii. The dumpsite operator will direct all dumping operations. The Contractor shall cooperate with the dumpsite operator to facilitate effective dumping operations.
- iii. The City makes no representations regarding the turn-around time at the dumpsites. The City shall not be invoiced for any downtime at the dumpsites.

11. VARIOUS ANCILLARY SERVICES

- A. The City may hold other Agreements for some of the below ancillary recovery services. However, to ensure the City will have the required resources available the Contractor shall be capable of providing the below equipment, services and/or supplies to the City as directed.

B. EMERGENCY POWER GENERATORS

- i. Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install/set up emergency power to essential facilities as identified and directed by the City. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.
- ii. Upon delivery of each unit, the Contractor shall contact the designated City staff for receipt and documentation for equipment.
- iii. The Contractor shall be responsible for fueling the Contractor provided generators and City owned generators, on a daily basis, or as identified by and directed by the City. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.
- iv. The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
- v. In some instances, the Contractor shall be required to be on-call twenty-four (24) hours-a-day for repairs to essential generators.
- vi. The City will compensate the Contractor based on the Rate Schedule – Category C. Labor and equipment for fueling shall be based on the Equipment/Labor Rate Schedule – Category B.

C. TEMPORARY SATELLITE COMMUNICATION

- i. The Contractor shall provide temporary satellite communications equipment and “on-air” talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City. This task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. City will compensate the Contractor based on the Rate Schedule – Category D.

D. TEMPORARY SANITARY FACILITIES

- i. The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the City. The Contractor shall also obtain a State of Florida licensed subcontractor to service units as may be needed according to the State of Florida Department of health Chapter 64E-6.0101. Additionally, this task of the service shall be completed in accordance with 7(j)(viii) above. The temporary sanitary facilities to be provided by the Contractor include, but are not limited to the following:
 1. Portable toilet units;
 2. Portable hand washing systems; and
 3. Portable shower units

- ii. The units provided by the Contractor will be on a temporary basis until the City's contracted vendor for temporary sanitary facilities can adequately place their units. Upon delivery of such units, the City will authorize the removal of the Contractor's temporary units.
- iii. Waste products must be disposed of at a legally operated disposal facility.
- iv. Separate line items are added for restroom, laundry, or shower trailer units with no access to water, sewer, or power. These units would require the vendor to set up tanks for fresh water, waste water, generator power, refueling support for generator power, and refills of propane if applicable for hot water and laundry units.
- v. City will compensate the Contractor based the rate schedule – Category E.

E. REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY

- i. The Contractor shall provide a minimum of one (1) reefer container with four (4) pallets of bagged cube ice made from potable water and one (1) refrigerated container immediately following a disaster event. Placement of containers shall be as directed by the City. This task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. The Contractor shall be responsible for providing and installing temporary generator power or providing supplies/materials to connect reefer(s) and refrigerated container(s) to building power. If the containers are powered by generator, the Contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendor; the City will be responsible for payment of fuel for refueling generators.
- iii. The Contractor shall be responsible for providing required maintenance and repairs to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
- iv. Prior to depletion of the initial ice delivery, the City will replenish the ice supply by a separate contract and/or through this contract.
- v. The City will compensate the Contractor based the rate schedule – Category F. Labor and equipment for fueling shall be based on the Equipment/Labor Rate Schedule – Category B.

F. POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER

- i. The Contractor shall provide a minimum of three (3) potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City. This task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the City's potable water system is operational and safe to drink. The Contractor shall also be responsible for securing and maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.
- iii. In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or providing supplies/materials to connect the equipment to building power. If the containers are powered by generator, the Contractor shall be responsible for fueling generators as

may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

- iv. The Contractor shall be responsible for furnishing the initial delivery of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Prior to depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.
- v. City will compensate the Contractor based on the Rate Schedule - Category G and Category B for refueling labor /equipment services, if applicable.

G. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS

- i. As directed by the City, the Contractor shall provide all mechanics/technicians, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the City's Fleet Maintenance facility was rendered inoperable, or a portion thereof, as a result of the disaster event and/or additional fleet repair assistance is needed. If required, this task of the scope of service shall be completed in accordance with 7(j)(viii) above.
- ii. City will compensate the Contractor based on the Rate Schedule - Category H.

H. TRAFFIC CONTROL AND SIGNAGE

- i. As directed by the City, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the City. If required, this task of the scope of service shall be completed in accordance with 7(j)(viii) above. The following indicates the types of items to be provided and estimated quantities:
 - 1. 200 each – Safety Case Type II Barricades with flashing lights (rental).
 - 2. 100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands (rental).
 - 3. 100 each – Diamond Grade 8-gauge Aluminum 36" x 36" Stop signs (rental).
 - 4. 100 each – A-Frame stands for 36" signs (rental).
- ii. All equipment and materials proposed and used shall be in accordance with FDOT regulations.
- iii. The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The City will reimburse the Contractor for the cost of replacement batteries.
- iv. City will compensate the Contractor based on the Rate Schedule – Category I.

I. CANTEEN

- i. As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding City employees and Mutual Aid employees. If required, this task of the scope of service shall be completed in accordance with 7(j)(viii) above.

- ii. City will compensate the Contractor for equipment, materials and canteen labor in accordance with Rate Schedules – Category J and Category B.
- iii. In addition to providing a canteen area, the Contractor shall provide meals during a disaster event as directed by the City to feed disaster workers.
 - 1. Food services need to be available within 24 hrs. after a storm, or as soon as feasibly possible.
 - 2. Provide breakfast (starting at 6 am), lunch (starting at 11am) and evening meal (starting at 5pm). Meals shall include beverages.
 - 3. Provider will provide the City with a fixed cost per meal at the work location and an option for delivery to offsite workers.
 - 4. Meals provided should be standardized each day (i.e., steam table, or daily meal determined by Contractor). This is to facilitate timely movement of disaster workers in and out of the line. Contractor shall provide gluten free and vegetarian selections.
 - 5. Provider will assist the City by tracking disaster workers via a sign-in sheet at the register or upon delivery. The City will provide the Contractor with a list of employees. An Employee must present his/her ID badge and sign next to his/her name before receiving a meal. One meal per employee. If an employee is picking up multiple meals for coworkers, the ID badge of each coworker must be presented.
 - 6. The City will consider the sign-in sheet the receipt for services, and will pay the Contractor accordingly.
 - 7. Breakfast and lunch shall include both hot and cold options. Dinner will be hot options. Category J Tents Furnishings includes tents and kitchen facilities, and those should be provided for preparation and serving of meals.

J. DEMOLITION OF STRUCTURES, DEBRIS REMOVAL FROM PRIVATE PROPERTY (RIGHT-OF-ENTRY PROGRAM) AND PUBLICLY OWNED PROPERTY (OTHER THAN RIGHTS-OF-WAY)

- i. Should an imminent threat to the life, safety and health of the general public be present on private property or publicly owned property, the Contractor as identified by and directed by the City, will accomplish the demolition of structures. The work order will normally require the demolition debris to remain in place; however, the City may direct the Contractor to remove and relocate the debris to the public rights-of-way for processing through the debris management program. This service shall commence upon receipt by Contractor from the City the completed right of entry forms, hold harmless agreements, the non-duplication of benefits agreements, an address specific work assignment, and the physical marking of each structure by the City. The services shall be requested through a work assignment if the City feels that it is in the best interest of the health and safety of its citizens to provide this service.
- ii. The Contractor shall provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the City.
- iii. Contractor shall be licensed in the State of Florida for performing the services.
- iv. As directed by the City, the Contractor shall demolish unsafe privately owned structures, which have been determined by the City to be a threat to the life, health and safety of the public, leave debris on private property

and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that a property owner requests to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal begins, nor does Contractor warrant utility damages will not occur as a result of properly conducted services.

- v. The City will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.
- vi. As directed by the City, the Contractor shall demolish City owned structures, load and transport debris to a legal landfill.
- vii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- viii. City will compensate the Contractor based on the Rate Schedules, Category B and Category L.

K. EMERGENCY TEMPORARY DRY-IN OF CITY FACILITIES

- i. As directed by the City, the City will compensate the Contractor for equipment, materials and labor in accordance with the Rate Schedules – Category B and Category L.
- ii. Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include, but are not limited to, services for roofs, overhead doors, man doors and windows.
- iii. The Contractor shall be licensed in the State of Florida for performing the services.
- iv. The basic scope for the evident services are as follows:
 - 1. Roofing:
 - a. Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
 - b. Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated DMS site.
 - c. Dry-in and secure a temporary roofing system, as approved by the City.
 - 2. Overhead Doors and Man Doors:
 - a. Remove existing overhead door.
 - b. Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated DMS site.
 - c. Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.
 - 3. Windows:
 - a. Remove unsafe glass and materials from window opening.
 - b. Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated DMS site.
 - c. Contractor may secure the opening utilizing plywood and securely affixing to structure.

- v. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- vi. The City will compensate the Contractor based on the Rate Schedules – Category B and Category L.

L. TEMPORARY SECURITY PERSONNEL

- i. As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and Class D licensed security guard personnel to oversee the security of designated facilities.
- ii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iii. City will compensate the Contractor based on Rate Schedule – Category B.

M. TEMPORARY LIGHTING

- i. As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.
- ii. The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the City.
- iii. The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect the temporary lighting to building power. If the lighting systems are powered by generator, the Contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.
- iv. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- v. City will compensate the Contractor in accordance with the Rate Schedule – Category K.

N. EMERGENCY CLEANING OF STORMWATER CATCH BASINS

- i. As directed by the City, the Contractor shall provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of storm water catch basins. Service shall include the disposal of the water at the City's Public Works facility or the City's Wastewater Treatment Plant(s).
- ii. Debris collected from storm water appurtenances shall be hauled to a legal disposal facility and not to the DMS.
- iii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iv. City will compensate the Contractor in accordance with the Rate Schedule – Category B.

O. TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

- i. As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.
 - 1. The equipment proposed must be stabilized and properly secured units in the event another disaster should occur that may affect the fueling facility.
 - 2. The equipment shall have the capability of dispensing unleaded and on road diesel fuel. The units shall be double contained.
 - 3. The Contractor shall be responsible for furnishing and maintaining electrical supply resources for full operation of the equipment.

P. FIRE SUPPRESSION SUPPORT:

- i. As directed by the City, in the event of water system failure in the jurisdiction, the Contractor will provide filled water trucks of a minimum capacity of 1500 gallons and equipped with outlet valves compatible with fire hose connections meeting national standards of the National Fire Protection Association, or as otherwise specified by the jurisdiction. The City will direct the Contractor regarding the location(s) for the truck(s) to be positioned, and the City will provide a fully qualified and licensed driver. If the initial water supply is used, the City will be responsible for refilling the truck. The City shall be responsible for the initial fuel delivery and all other deliveries thereafter.
- ii. Equipment provided shall meet all local, state and federal fire regulations.
- iii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iv. City will compensate the Contractor in accordance with the Rate Schedule – Category B.

Q. RENTAL OF VARIOUS EQUIPMENT WITH OPERATORS

- i. As requested and directed by the City, the Contractor shall provide all equipment, transportation, operators, and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks.
- ii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.
- iii. City will compensate the Contractor in accordance with the Rate Schedule – Category B.

R. TEMPORARY FENCING AND LUMBER

- i. As directed by the City, Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.
- ii. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (96) hours after disaster event.

- iii. City will compensate the Contractor based on the Rate Schedule – Category L and Category B for labor and equipment.

12. GENERAL REQUIREMENTS

A. REPORTING

The Contractor shall submit a report to the City by 5:00 p.m. each day during the term of the Work Assignment. Each report shall contain, at a minimum, the following information:

- i. Contractor's Name.
- ii. Report Date.
- iii. Location/type of completed work.
- iv. Location of work for next day.
- v. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance).
- vi. List of roads that were cleared (Emergency Clearance).
- vii. Number of Crews used and available (including number of trucks and loading equipment).
- viii. Daily and cumulative totals of debris removed, by category.
- ix. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s).
- x. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- xi. Number of hazardous trees and hanging limbs removed.
- xii. Number of tree stumps removed.
- xiii. Problems encountered or anticipated.

- B. It is the City's belief that the services required are adequately described herein. Therefore, any negotiated contract which may result from this RFP, must include the entire effort required of the Contractor to provide the services described. Specifically, no additional fees shall be allowed for any additional services performed for any reasons whatsoever except those directly attributable to the City's errors or omissions. A provision to this effect shall be included in any negotiated contract.

C. SUBCONTRACTORS

- i. The Contractor shall provide the City with an updated list of all subcontractors, including phone numbers of contact personnel.
- ii. Prior to the City assigning work, the Contractor shall provide the City with an affidavit from each subcontractor stating there is a signed contract between the Contractor and subcontractor.
- iii. The City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor to ensure safety and quality of the work provided.
- iv. The Contractor will provide information as to what percentage of work described herein will be subcontracted.

D. CONTRACTOR STAFFING REQUIREMENTS

- i. The Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under the Contract resulting from the RFP. Such personnel shall not be employees of or have any contractual relationship with the City.

- ii. All of the services required herein shall be performed by the Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- iii. The Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

E. CITY STAFFING REQUIREMENTS

- i. The City reserves the right to immediately remove any of Contractor's personnel with or without cause. Personnel subject to removal under this clause are: Contractor staff and sub-contractor staff.
- ii. The City will provide a Storm Debris Removal Project Coordinator (Defined as City Representative in the Agreement) to act as Liaison between City staff, FEMA and Contractor. This person will oversee the City's interest in the entire storm debris removal operation and assure FEMA and contract compliance.

F. MINIMUM LEVEL OF SERVICE

The Contractor shall provide the City multiple estimated minimum levels of service commitments upon receipt of a properly executed Work Assignment by the City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of the City. This shall be based on the actual severity and impact of the event, but shall at all times meet the minimum levels required under this Contract.

G. PERFORMANCE REMEDY NOTIFICATION

Failure of the Contractor to meet the minimum level of service commitments, once debris management services commence, shall result in the issuance of a notification from the City to the Contractor. Once this date and time stamped notification is issued, the Contractor shall have a twenty-four (24) hour period in **which** to respond (in writing) and take corrective action. Failure to do so may result in the assessment of liquidated damages against the Contractor or its Surety as applicable herein.

H. LIQUIDATED DAMAGES

The Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If the Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or mobilize in accordance with section 7(j)(viii) above, or any proper extension thereof granted by the City, then the Contractor hereby agrees, as part consideration for awarding the Agreement, that the City reserves the right to assess damages in the event that the Contractor's response is not timely in accordance with the terms of this Agreement and the Contractor agrees to pay the City said sum for each and every calendar day that the Contractor shall be in default after the time stipulated in the Work Assignment for complying with the mobilization timeline stated in 7(j)(viii) above. The Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

The City and Contractor agree that the damages that will be incurred by the City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and the Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by the City in the event of any such delay and

not a penalty.

I. MOST FAVORABLE PRICING

By submitting a response to the RFP, the Contractor guarantees the City that the prices reflected in the proposal are no higher than those charged the Contractor's most favored customer for the same or substantially similar service.

J. ACCIDENT PREVENTION

Precautions shall be exercised at all times for the protection of persons and property. Contractor and any subcontractors shall conform to all OSHA, State, County, and City regulations while performing under the terms and conditions of this Agreement. Any fines levied by the above-mentioned authorities because of inadequacies to comply with these requirements shall be borne solely by the Contractor responsible for same.

K. OTHER CONSIDERATIONS

- i. The Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this Agreement.
- ii. The Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. The Contractor shall obtain all permits necessary to complete the work. The Contractor shall be responsible for determining what permits are necessary to perform under the Agreement. Copies of all permits shall be submitted to the City.
- iii. The Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this Contract. Corrections for any such violations shall be at no additional cost to the City.
- iv. The Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this Agreement.
- v. The Contractor is not permitted to store equipment, trucks, or vehicles on public property without the approval of the City.
- vi. There shall be no overnight parking or camping on public property without the approval of the City.
- vii. The Contractor is encouraged to employ experienced and qualified **local** sub-contractors and minority/disadvantaged/women owned businesses.
- viii. The Contractor is responsible for costs associated with damages and repairs to private and public property that were caused by their operations. Strict adherence to these specifications is required.

L. OTHER CONTRACTS

- i. Other contracts may be issued for the purpose of removing disaster related debris within the City.
- ii. The City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this Agreement.

M. NON-EXCLUSIVE

The awarded Contract shall not be considered exclusive and the City retains the right to obtain similar services from additional contractors. The Contractor may be called upon throughout the Contract term to render services to assist the City with special needs and events for other than full-scale disasters.

13. PERMIT REQUIREMENTS – CITY OF NORTH PORT, FLORIDA

Any related construction, modification to any structure or building, new or old, within the City shall require a building permit. Any and all work contemplated shall be in full compliance with the Code of the City of North Port, Florida, and Chapters 33, 37, and 53 of the Unified Land Development Code and the latest printed edition of the Florida Building Code. The Contractor will NOT be responsible for the payment of City permit fees. All Contractors requesting permits shall have a current Certificate of Competency with the City. All inspection requests will be made to the City's Building Division. The City of North Port, Florida, shall be responsible for payment of all impact fees, if applicable to the project. Contractor shall be responsible for applying, obtaining and posting required permits. However, the Contractor is responsible for payment of all additional costs/fees related to failed inspections. Permits shall be posted on site before the start of any work, and the Contractor is responsible for calling for any and all inspections to the Building Division. Permits are processed through the City's Building Division, City Hall, 4970 City Hall Blvd. North Port, FL 34286.

CITY OF NORTH PORT RIGHTS-OF-WAY USE PERMIT - The Contractor will NOT be responsible for the payment of City of North Port permit fees. All Contractors requesting permits shall have a current Certificate of Competency with the City. All inspection requests will be made to the City's Building Division. The City of North Port shall be responsible for payment of all impact fees, if applicable to the project. Contractor shall be responsible for applying, obtaining and posting required permits. Permits are processed through the City's Building Division, City Hall, 4970 City Hall Blvd. North Port, FL 34286. Permits shall be posted on site before the start of any work, and the Contractor is responsible for calling for any and all inspections to the Building Division.

ANY ADDITIONAL PERMIT REQUIREMENTS - The project area is located within Sarasota County in the State of Florida. Contractor shall be required to verify the all types of permits, permit compliance, and permit cost are secured which are applicable for the type of work required. The Contractor is responsible for all permitting requirements and costs association with the completion of the project, including but not limited to, Sarasota County, State of Florida, and Army Corps of Engineers.

14. SITEWORK

- A. This section consists of all necessary clearing, grubbing, excavation, bedding, compacting, disposal of surplus material, cleanup, inlets, and manholes, as necessary for the proper execution of the work, in accordance with the City approved Plans and Specifications for each Work Assignment.
- B. The Contractor shall schedule and lay out its work in a manner to minimize the inconvenience of the general public and private property owners and to cause minimum damage to public property.
- C. Coordination with all affected City departments will be essential to properly execute the work.
- D. The Contractor is responsible for damages and repairs to private and public property. Strict adherence to these specifications is required.
- E. Contractor shall obtain written permission from private property landowner to store equipment and/or material. A copy of letter to be submitted to City prior to commencing work.

- F. Operations shall minimize obstructions to vehicular and pedestrian traffic, and drainage. Illuminated barricades and detour signs shall be in accordance with the FDOT Standard Road and Bridge Construction Specifications, Section 102, and shall be furnished and maintained until their removal as approved by the City.
- G. The Contractor shall install sheeting or shoring to protect the public and/or private property and human life and safety as may be required. No trench shall be excavated for a length in excess of three hundred feet (300'). All spoil material shall be so placed as to cause the least inconvenience to traffic and minimum damage to property. All spoil or excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
- H. The Contractor shall maintain safe conditions at all times. Should the City consider the operations unsafe, the operations shall be suspended until the Contractor has corrected all unsafe conditions to the satisfaction of the City.
- I. The Contractor shall conduct operations to minimize damage by falling debris or other causes to adjacent buildings, structures, utilities, roadways, storm drainage, and other facilities, including persons, as approved by the City Representative. Provide interior and exterior shoring, bracing, or support to prevent the movement, settlement or collapse of structures to be demolished and adjacent facilities to remain.
- J. The Contractor shall exercise due caution in regard to buried utilities. The Contractor shall repair any damage to utilities resulting from the Contractor's operations at no cost to the City. It shall be the Contractor's responsibility to schedule utility locations forty-eight (48) hours in advance of any excavation.
- K. Contractor shall provide protection from turbidity runoff at all times by utilizing hay bales, silt fences, and/or turbidity curtains, or any other City pre-approved method to control runoff. The City Representative will monitor this activity closely. The Contractor shall be responsible for any violations.

15. EXCAVATION

- A. Excavations shall conform to the latest edition of FDOT Standard Specifications for Road & Bridge Construction, Sections 120 and 125.
- B. **DEWATERING:** Water shall not be permitted to accumulate in the excavated area. It shall be removed by pumping or other means as approved by the City. Due care shall be exercised to meet requirements of Section 120 of the FDOT Standard Specifications for Road & Bridge Construction.
- C. **TRENCH SAFETY ACT:** Contractor shall be solely responsible for complying with the Florida Trench Safety Act (sections 553.60-553.64, Florida Statutes) and Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 (subpart P) as amended. Bidder shall submit the Statement of Compliance with the Florida Trench Safety Act form provided herein with its submittal.
- D. **OPEN EXCAVATIONS:** All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe bridges and other crossings for accommodating travel by the public and workmen.
- E. **TEST PITS:** Test pits for the purpose of locating all known and unknown underground pipeline or structures in advance of the construction shall be excavated and backfilled by the Contractor so as not to create a hazardous area. Test pits shall be backfilled immediately after their purpose has been satisfied and maintained in a manner satisfactory to the City Representative. The cost for such test pits shall be borne by the Contractor.

F. BACKFILLING

- i. Backfilling shall conform to latest edition of FDOT Standard Specifications for Road & Bridge Construction, Sections 120 and 125 (latest editions).
- ii. After pipes, structures, and other appurtenances have been installed, the trench or opening shall be backfilled with clean material containing no particles larger than one inch (1"), and shall be placed and compacted in layers not to exceed twelve inches (12") of loose material. The final grade of the backfilling activity shall be the original grade as it existed, or as denoted on the plans if provided. Moistening to secure thorough compaction may be necessary as directed by the City. The Contractor shall be responsible for correcting settlement in all backfilled areas.
- iii. All excess material such as rock, excess soil, stumps, trees or other debris shall be removed from the site and disposed of by the Contractor.
- iv. Unless otherwise specified, all backfill shall be compacted to ninety five percent (95%) of an average maximum density as determined by AASHTO T-99 Method C (Modified Proctor). Final reports are to be submitted to the City. The City shall direct Contractor on location of tests. At a minimum, two (2) density tests will be required for backfill of pipe excavations. Frequency of tests will be determined by depth and length of excavation.

16. SODDING

- A. Sodding shall conform to Section 981, *et al*, of the FDOT Standard Specifications for Road & Bridge Construction, latest edition.
- B. The Contractor shall sod entire project area with Argentine Bahia sod, where applicable, after activity. Sod shall be healthy and show signs of recent vigorous growth.
- C. All sod shall be placed with edges in close contact (no gaps or overlapping) and shall be firmly and smoothly embedded by tamping or rolling with appropriate tools.
- D. The contractor shall use two stakes or staples per piece with the installation of sod on sloped terrain (2:1), and/or upon request from the City of North Port. All stakes or staples shall be provided by the Contractor and approved by the City of North Port, Florida, prior to use.
- E. Sodding is required in all right-of-way areas wherever existing sod has been damaged or removed due to construction.
- F. The Contractor shall sod any areas damaged by construction activity at the Contractor's expense.
- G. Newly sodded areas shall be maintained by the Contractor until the sod is established which shall be at a minimum thirty (30) days from planting. The Contractor is responsible for watering sod by utilizing a water truck at the Contractor's expense or contacting the City's Utility Department to utilize City water and a water meter also at the Contractor's expense.
- H. Minor grading by the Contractor is anticipated to facilitate drainage on site.

17. TRAFFIC MAINTENANCE

- A. It is the Contractor's responsibility to control and maintain traffic through and/or around the work area for the duration for the construction period.

- B. This work shall conform to Section 102, *et al*, of the FDOT Standard Specifications for Road & Bridge Construction (latest edition).
- C. No roadways or streets will be permitted to have more than one (1) lane of traffic closed at any time. All excavated material shall be placed so that vehicular and pedestrian traffic may be maintained at all times. If the Contractor's operations cause traffic hazards, he/she shall repair the road surface, provide temporary roadways, erect wheel guards or fences, or take other measures necessary to ensure the well-being of persons in close proximity to the work area.
- D. The Contractor shall coordinate with and receive permission from the City in order to excavate in, cross, or in any other manner perform work which will impede traffic on or require closure of any road or parking facility.

18. NOISE CONTROL

The Contractor shall make every effort to minimize noise caused by their operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with County, State and Federal Regulations.

19. MAINTENANCE OF POLLUTION CONTROL FACILITIES DURING CONSTRUCTION

During the life of this Contract, Contractor shall maintain all facilities constructed for pollution control as long as the operations creating the particular pollutant are being carried out or until the material concerned has become stabilized to the extent that pollution is no longer being created. All pollution control devices shall be inspected regularly, to ensure they are operating correctly. Contractor shall insure all local, state and federal requirements are adhered to during the course of the work.

20. PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, private or public, including poles, signs, services to building, utilities in or above the street(s), gas pipes, water pipes, hydrants, sewers, storm drains and electric and telephone cables, whether or not they are shown on the Drawings, and not designated for demolition removal and disposal. The Contractor shall carefully support and protect all such structures and utilities from damage of any kind. The Contractor at their expense shall repair any damage resulting from the Contractor's operations.
- B. Assistance will be given to the Contractor in determining the location of existing utility services; however, the Contractor shall bear full responsibility for obtaining all locations of underground structures and utilities, including existing water services, etc. All services to the building(s) shall be maintained, and any damages resulting from Contractor operations shall be the sole responsibility of the Contractor.
- C. Protection and temporary removal and replacement of existing utilities and structures as described in this Section shall be part of the work under the Contract and all costs incurred shall be included in the Total Price(s) stated in the Cost Proposal.

21. OBSTRUCTIONS

- A. The attention of the Contractor is drawn to the fact that during excavation at the Project sites, the possibility exists of the Contractor encountering various water, chemical, electrical, mechanical, or other lines not shown on the Drawings

and/or Work Assignment. The Contractor shall exercise extreme care before and during excavation to locate and flag these lines to avoid damage to the existing lines. Should damage occur to an existing line, the Contractor shall notify the City and the affected provider of the damaged existing line immediately and repair the line at no cost to the City.

- B. The Contractor shall ensure the stability of all utility and/or other poles on the project site is maintained throughout the project. The Contractor shall also give advance notice of scheduled work to the owners of said utility and/or other poles that are in close proximity to any excavation areas. This activity shall be included in the cost of said work.

22. SITE RESTORATION

Upon completion of the project the Contractor shall remove all excess material and shall clean up and restore the site to the condition it was in prior to the emergency. All damage, as a result of the work under this Contract, done to existing structures that are not part of this contract, pavement, driveways, paved areas, curbs and gutters, sidewalks, shrubbery, grass, trees, utility poles, utility pipelines, conduits, drains, catch basins, flagstones, rocks, graveled or stabilized areas or driveways and including all obstructions not specifically named herein, shall be repaired.

23. COORDINATION OF PERMITS, SPECIFICATIONS, & SPECIAL PROVISIONS

- A. These specifications, permits, special conditions, and all supplementary documents are integral parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. In case of discrepancy, computed dimensions shall govern over scaled dimensions. Permits shall govern over Specifications.
- B. All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerance, shown on the permits or indicated in the specifications.
- C. In the event the City finds the materials, end product, other furnished product(s), or the work performed are not in reasonably close conformity with the permits or specifications and have resulted in an inferior or unsatisfactory product, the work, materials and/or end product shall be removed and replaced or otherwise corrected at the expense of the Contractor, in a manner acceptable to the City.

24. CONSTRUCTION HYDRANT METER FEE SCHEDULE

- A. Hydrant meters are available upon receipt of paid meter deposit fee and completed meter application. Contractor is responsible for installing the meter at the designated location. All meters are to remain at the location of installation until returned to North Port Utilities Service office at 6644 W. Price Boulevard, North Port, FL. Meter readings will be called in monthly to office personnel and subject to all current fees and charges stated on the City's website <http://www.cityofnorthport.com/government/city-services/utilities/utility-billing>.
- B. Connection to a fire hydrant without an approved backflow prevention device is prohibited. Specific standards are stated in the City's Utility Standards and Specifications which are available to be viewed at the City's Utility's Department, 6644 W. Price Boulevard, North Port, FL.
- C. A fee will be charged against the meter account for any damages caused to City meters, hydrants, or appurtenances based upon cost and actual expenses.
- D. The City will send a bill monthly to Contractor for the meter charges and consumption.

25. WORK ASSIGNMENTS:

Work assignments will be used to administer the Agreement.

For each proposed work assignment, the Contractor shall prepare and submit a time schedule and list of personnel and sub-contractors necessary for the completion of the proposed tasks. Any work Assignment over \$100,000 will require Commission approval. The City may, in its sole discretion, procure the services of any Contractor at any time for any project as the City deems appropriate.

The Contractor shall not commence any Work until the Contractor has received a **fully executed Work Assignment** from the City serving as written Notice to Proceed (“NTP”).

The completion time will be as specified in approved work assignments and that all work shall be prosecuted regularly, diligently, and uninterrupted at such rate of progress as will ensure full completion thereof as specified in the Scope of Services.

END OF EXHIBIT A

Exhibit "B"
RESPONSE TIME AND DELIVERY

RESPOND



- Alert Phase
- Response Timeline
- Ancillary Equipment and Services
- Preliminary Damage Assessments
- Emergency Push Operations
- Loading and Hauling Operations
- Debris Management Site Operations
- Compliance
- Safety
- Prompt Damage Resolution
- Documentation and Data Management
- Communication and In-Field Technology
- Client Interaction Program
- Post Event Evaluations

Alert Phase

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 🌐 96 hours, 48 hours, and 24 hours before impending impact, Evan Fancher will contact the City of North Port to discuss activation and response
- 🌐 At the discretion of the City, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- 🌐 DRC will identify and assess the readiness of our network of subcontractors for Emergency Push and Load and Haul Operations
- 🌐 Our team will pre-stage equipment and personnel as needed to respond to the immediate aftermath of the event
 - 🌐 DRC will map Emergency Push Collection routes, if these have not been determined in the planning

Post-Disaster Impact Response Timeline

Upon receipt of Notice to Proceed or Task Order, DRC will immediately commence mobilization of equipment, operators, and laborers. **DRC has the capacity to meet, sustain, and manage all facets of disaster response**, including **responding within 12 hours**. DRC proposes the following time frames for immediate disaster response:

Within 12 Hours After Notice to Proceed

- 🌐 Project Manager and support staff are in place and interacting with the City of North Port's Point of Contact 🌐
- Staging and certification of equipment is underway
- 🌐 Permitting and mobilization of DMS sites has begun
- 🌐 Emergency Push activities are well underway, in coordination with utility providers 🌐
- Initial Safety Meeting takes place
- 🌐 Time and location of daily productivity meetings is established 🌐
- Logistical Support requirements have been assessed
- 🌐 Resources for immediate need services are deployed as required, which may include potable water, ice, canteen, etc.

Within 24 Hours After Notice to Proceed

- 🌐 Initial Damage Assessment is complete
- 🌐 Public Service Announcements are initiated 🌐
- Truck certifying continues
- 🌐 Daily productivity meetings continue between DRC, the City's Point of Contact, and the Monitoring Firm assigned to the project
- 🌐 Daily Safety Meetings continue

Within 48 Hours After Notice to Proceed

- 🌐 Initial understanding of crew type and quantity has been established with the City's Point of Contact 🌐
- Roughly 50 percent of required equipment and manpower are in place
- 🌐 At least one DMS is operational, so that load and haul activities can begin
- 🌐 DRC has initiated discussions with final disposal and recycling/composting providers (if applicable) 🌐
- Mapping of Collection Zones has been finalized in consultation with the City's Point of Contact
- 🌐 Truck certifying continues
- 🌐 Daily productivity meetings continue between DRC, the City's Point of Contact, and the Monitoring Firm assigned to the project
- 🌐 Daily Safety Meetings continue

Within 96 Hours After Notice to Proceed

- 🌐 Full Mobilization is complete
- 🌐 Emergency Push complete (if applicable)
- 🌐 All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted 🌐
- Productivity assessments are made based upon existing travel times and DMS requirements adjusted
- 🌐 Equipment and personnel needs are reassessed
- 🌐 Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- 🌐 Daily productivity meetings continue between DRC, the City's Point of Contact, and the Monitoring Firm assigned to the project
- 🌐 Daily Safety Meetings continue

TAB 7 RESPONSE TIME REQUIREMENTS/EVENT LOCATION:

NOTE: THIS SECTION MUST BE COMPLETED AND SUBMITTED WITH YOUR PROPOSAL.

Provide a **GUARANTEED** response time, for each service proposed to mobilize to the City in the event of a disaster.

EMERGENCY EVENT OPERATIONS

within 12 Hours after Event: Contractor Staff would report to the City's EOC.
24 Hours after Event: Contractor ready to assist the City with truck certification.
24-48 Hours after Event: Contractor to have ~~monitors~~ equipment or crews ready to begin debris removal operations.

Provide information on the location(s) that will be deemed the primary mobilization office for immediate response to a disaster event

TAB 8 PRICES: Proposers are strongly encouraged to review and verify their proposed prices.

- PROPOSAL MAY BE REJECTED IF ANY PRICING ITEM IS NOT PROVIDED/LEFT BLANK
- PROPOSAL WILL BE REJECTED IF ANY MODIFICATION IS MADE TO THE SCHEDULE FORMS (ie. adding line items or recreating the schedule). Must use the forms provided.
- PRICE SCHEDULE IS NOT INCLUDED IN THE PAGE COUNT. THIS IS CONSIDERED A CITY REQUIRED FORM.
- PROPOSAL MUST HAVE THE EXCEL SPREADSHEET IN EXCEL FORMAT ON THE USB DRIVE INCLUDED WITH SUBMITTAL PACKAGE, NOT IN PDF FORMAT.

TAB 10 LITIGATION AND INSURANCE –

- 1) Have you been involved in litigation in the last five (5) years? If so, describe circumstances and outcome.

Check One: _____ The undersigned firm has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past five (5) years.

☒ The undersigned firm, by attachment to this form, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past five (5) years.

The Proposer must disclose any litigation or judgments which exceed \$100,000 by any party, not just local, state, or federal entities.

- 2) Provide letter from insurer:

Authorized Signature: _____

Kristy Fuentes - Vice President, Treasurer, Secretary

Addendum #1 – 3/12/2025
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Exhibit "C"

CITY OF NORTH PORT
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PRICE SCHEDULE

RFP 2025-01 Price Schedule			
INSTRUCTIONS FOR COMPLETING & SUBMITTING CONTRACTOR'S SCHEDULE OF VALUES:			
1	Complete all areas highlighted in BLUE and YELLOW and "SAVE". Unit prices will <u>automatically calculate</u> in the category total cell.		
2	Categories will automatically total in this spreadsheet. Bidders shall enter amounts in BLUE and YELLOW for EACH category.		
3	This Excel Workbook contains several Worksheet based on Category(s). Click on the Worksheet tabs below to navigate and complete the Workbook.		
<table> <tr> <td>NAME OF BIDDER=====</td><td>DRC Emergency Services, LLC.</td></tr> </table>		NAME OF BIDDER=====	DRC Emergency Services, LLC.
NAME OF BIDDER=====	DRC Emergency Services, LLC.		

CATEGORY A: DEBRIS MANAGEMENT - Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, permit fees and all other incidental fees to complete the services. Miles shall be based on road miles.

NOTE: The City will negotiate the landfill disposal fees with the landfill representative on a case by case basis. The awarded contractor will be responsible for the payment of all landfill fees. The City will pay the landfill tipping fees directly to the landfill.

ITEM #	DESCRIPTION	UOM	UNIT PRICE	EVALUATION SCENARIO QUANTITY	EVALUATION SCENARIO EXTENDED PRICE
A.1	Vegetative Debris Removal from public ROW and hauling to a DMS within five (5) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.62	1,000,000	\$ 8,620,000.00
A.2	Vegetative Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.72	500,000	\$ 4,360,000.00
A.3	Vegetative Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.92	500,000	\$ 4,460,000.00
A.4	Mixed Debris Removal from public ROW and hauling to a DMS within five (5) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.62	150,000	\$ 1,293,000.00
A.5	Mixed Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.72	75,000	\$ 654,000.00
A.6	Mixed Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.92	100,000	\$ 892,000.00

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A.7	Construction & Demolition Debris Removal from public ROW and hauling to a DMS within five (5) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.62	150,000	\$ 1,293,000.00
A.8	Construction & Demolition Debris Removal from public ROW and hauling to a DMS within ten (10) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.72	75,000	\$ 654,000.00
A.9	Construction & Demolition Debris Removal from public ROW and hauling to a DMS in excess of ten (10) miles but less than twenty (20) miles from 4970 City Hall Boulevard (Based on incoming yardage)	Cubic yd.	\$ 8.92	100,000	\$ 892,000.00
A.10	Debris Processing - Separation of Mixed Debris at the designated DMS (Based on incoming yardage)	Cubic yd.	\$ 0.50	200,000	\$ 100,000.00
A.11	Debris Processing - Separation of Construction & Demolition Debris at the designated DMS (Based on incoming yardage)	Cubic yd.	\$ 0.50	200,000	\$ 100,000.00
A.12	Vegetative Debris Grinding Reduction via grinding at the designated DMS.	Cubic yd.	\$ 5.98	2,000,000	\$ 11,960,000.00
A.13	ALTERNATIVE - Vegetative Debris Reduction by incineration and site management at the designated DMS (Based on incoming yardage) (Approval of this process shall be at the City's sole determination)	Cubic yd.	\$ 2.48	100,000	\$ 248,000.00
A.14	Mixed Debris Reduction via compaction and site management at the designated DMS. (Based on incoming yardage)	Cubic yd.	\$ 1.98	200,000	\$ 396,000.00
A.15	Construction and Demolition Debris Reduction via compaction and site management at the designated DMS. (Based on incoming yardage)	Cubic yd.	\$ 1.98	100,000	\$ 198,000.00
A.16	Vegetative Debris - Reduced - Loading and Transporting reduced grinded debris from DMS to final disposal site WITHIN fifteen (15) miles of DMS site. (Based on reduced material outgoing for final disposal)	Cubic yd.	\$ 4.42	300,000	\$ 1,326,000.00
A.17	Vegetative Debris - Reduced -Loading and Transporting reduced grinded debris from DMS to final disposal site over fifteen (15) miles of DMS site. (Based on reduced material outgoing for final disposal)	per Cubic yd. per mile	\$ 0.25	350,000	\$ 87,500.00

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A.18	Vegetative Debris -Incinerated Ash - Loading and Transporting incinerated debris from DMS to final disposal site WITHIN fifteen (15) miles (Based on incinerated material outgoing for final disposal)	Cubic yd.	\$ 4.42	-	\$ -
A.19	Vegetative Debris -Incinerated Ash - Loading and Transporting incinerated debris from DMS to final disposal site over (fifteen) 15 miles (Based on incinerated material outgoing for final disposal)	per Cubic yd. per mile	\$ 0.30	-	\$ -
A.20	Mixed Debris - Loading and Transporting compacted debris from DMS to final disposal site WITHIN (fifteen) 15 miles (Tonnage based on individual weight tickets from disposal site)	Ton	\$ 19.68	400,000	\$ 7,872,000.00
A.21	Mixed Debris - Loading and Transporting compacted debris from DMS to final disposal site over fifteen (15) miles (Tonnage based on individual weight tickets from mileage from DMS to disposal site)	Cubic yd.	\$ 6.98	400,000	\$ 2,792,000.00
A.22	Construction & Demolition Debris - Loading and Transporting compacted debris from DMS to final disposal site WITHIN (fifteen) 15 miles (Based on compacted material outgoing for disposal)	Cubic yd.	\$ 4.42	100,000	\$ 442,000.00
A.23	Construction & Demolition Debris - Loading and Transporting compacted debris from DMS to final disposal site over fifteen (15) miles (Based on compacted material outgoing for disposal and mileage from the DMS to disposal site)	per Cubic yd. per Mile	\$ 0.30	250,000	\$ 75,000.00
A.24	Vegetative Debris removal from public ROW and transport directly to an approved disposal site within fifteen (15) miles. (Based on picked up yardage)	Cubic yd.	\$ 8.62	2,000,000	\$ 17,240,000.00
A.25	Construction & Demolition Debris removal from public ROW and transport directly to an approved disposal site within fifteen (15) miles. (Based on incoming yardage)	Cubic yd.	\$ 8.72	250,000	\$ 2,180,000.00
A.26	Mixed Debris removal from public ROW and transport directly to an approved disposal site within fifteen (15) miles. (Tonnage based on individual weight tickets)	Cubic yd.	\$ 8.92	250,000	\$ 2,230,000.00
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.1 THROUGH A.26					\$ 70,364,500.00

STUMP & TREE SERVICES - The Bidder shall furnish services in strict accordance with FEMA Public Assistance Program and Policy Guide. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, transportation and all other incidental fees to complete the services

Items A.27 through A.30 relates to Hazardous Tree & Stump Removal with 50% or more of the root ball exposed in public ROW and hauling to designated DMS			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.27	Diameter of stump 25 - 36 inches (diameter measured 2 feet above the ground)	Cubic yd.	\$ 22.86
A.28	Diameter of stump 37 - 48 inches (diameter measured 2 feet above the ground)	Cubic yd.	\$ 24.86
A.29	Diameter of stump > 48 inches (diameter measured 2 feet above the ground)	Cubic yd.	\$ 28.86
A.30	Backfill delivered and placed in holes	Cubic yd.	\$ 30.00
Items A.31 through A.34 relates to Partially Uprooted Leaner (exposed root ball) - Excavating root ball and placing in public ROW			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.31	Diameter of tree < 24 inches (diameter measured 2 feet above the ground)	per Tree	\$ 195.00
A.32	Diameter of tree 25 - 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 295.00
A.33	Diameter of tree 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 395.00
A.34	Backfill delivered and placed in holes	Cubic yd.	\$ 30.00
Items A.35 through A.37 relates to Split Leaner (NO exposed root ball) - Flush cutting the tree trunk and placing it in ROW			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.35	Diameter of tree < 24 inches (diameter measured 2 feet above the ground)	per Tree	\$ 195.00
A.36	Diameter of tree 25 - 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 350.00
A.37	Diameter of tree 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 450.00
Items A.38 through A.40 relates to Removal of Dangerous Hanging Limbs			
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.38	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - 1 to 5 limbs	per Tree	\$ 112.50
A.39	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - 5 - 10 limbs	per Tree	\$ 112.50
A.40	Removal of Dangerous Hanging Limbs or partially broken limbs (2" or more in diameter) from trees in the ROW or limbs hanging over the ROW and placing the debris in the public ROW for removal - all limbs from the tree.	per Tree	\$ 112.50

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Items A.41 through A.43 relates to OTHER MISCELLANEOUS DEBRIS MANAGEMENT SERVICES - The Bidder shall furnish services in strict accordance with FEMA Public Assistance Program and Policy Guide. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, transportation and all other incidental fees to complete the services

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE
A.41	Pick up and hauling hazardous materials from the public ROW, transportation and disposal at a legal disposal facility	Pound	\$ 14.95
A.42	Pick up and hauling dead animal carcasses from the public ROW, public roads and public property, transportation and disposal at a legal disposal facility	Pound	\$ 2.00
A.43	Freon Removal from White Goods (Note: hauling of white goods from public ROW to DMS or other designated site is included in the unit price for Mixed Debris removal)	Each	\$ 50.00
TOTAL UNIT PRICE - CATEGORY A (A.1 THROUGH A.43)			\$ 2,580.26

Items A.44 relates to WATERWAY DEBRIS REMOVAL - The Bidder shall furnish services in strict accordance with FEMA Public Assistance Program and Policy Guide. Compensation for services will be based on the below proposal schedule. Unit prices shall include all labor, equipment, materials, transportation and all other incidental fees to complete the services

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	UNIT PRICE	Evaluation Scenario Quantity	Evaluation Scenario Extended Price
A.44	Land-based Waterway Debris Removal as Directed by City	Cubic Yd.	\$ 68.50	5000	\$ 342,500.00
TOTAL UNIT PRICE - CATEGORY A (A.1 THROUGH A.44)					\$ 119,499,500.00

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CATEGORY B: EQUIPMENT & LABOR - This schedule shall be utilized in Emergency Road Clearance, storm water/ wastewater appurtenance cleaning, and other miscellaneous services. Compensation for services will be based on the below maximum unit price proposal schedule. Unit prices shall include all labor, equipment, materials, permit fees, fuel, insurance and all other incidental fees to complete the services.

NOTES:

- 1) Labor rates will be used in conjunction with equipment rates when an operator is necessary. The operators to be experience and certified (if required) as necessary to operate the equipment.
- 2) All labor related line items are to be fully burdened to include all taxes, benefits, handling charges, over head and profits; per diem and fuel is to be included in hourly labor rates.
- 3) The type of use for the first 70 working hour will be considered as the actual number of hours worked.
- 4) The type of use after the initial 70 working hours will be based on a maximum ceiling total price, including materials at the Contractor's cost, to complete a task order. Contractor exceeding the maximum ceiling total price will do so at their own risk.

ITEM #	DESCRIPTION	FEMA CODE ID	SIZE	HP	NOTES	UNIT OF MEASURE	MAXIMUM CEILING HOURLY RATE EQUIPMENT
B.1	Air Compressor	8010	41 CFM	to 10	Hoses included.	Hour	\$ 20.00
B.2	Air Compressor	8011	103 CFM	to 30	Hoses included.	Hour	\$ 25.00
B.3	Air Compressor	8012	130 CFM	to 50	Hoses included.	Hour	\$ 30.00
B.4	Board, Arrow	8050		to 8	Trailer Mounted.	Hour	\$ 150.00
B.5	Board, Message	8051		to 5	Trailer Mounted.	Hour	\$ 150.00
B.6	Chainsaw	8187	Bar Length 20"	20 In	3.0 cu in	Hour	\$ 6.00
B.7	Chainsaw	8188	Bar Length 20"	20 In	5.0 cu in	Hour	\$ 8.00
B.8	Cutter, Brush	8195	Cutter Size	8 ft	to 150	Hour	\$ 185.00
B.9	Cutter, Brush	8196	Cutter Size	8 ft	to 190	Hour	\$ 195.00
B.10	Cutter, Brush	8197	Cutter Size	10 ft	to 245	Hour	\$ 210.00
B.11	Chipper, Brush	8202	Chipping Capacity 12 In	to 100	Trailer Mounted.	Hour	\$ 245.00
B.12	Chipper, Brush	8203	Chipping Capacity 15 In	to 125	Trailer Mounted.	Hour	\$ 275.00
B.13	Chipper, Brush	8204	Chipping Capacity 18 In	to 200	Trailer Mounted.	Hour	\$ 345.00
B.14	Loader - Tractor - Knuckleboom	8208		to 173	model Barko 595 ML	Hour	\$ 295.00
B.15	Dozer, Crawler	8250		to 75		Hour	\$ 125.00
B.16	Dozer, Crawler	8251		to 105		Hour	\$ 150.00
B.17	Dozer, Crawler	8252		to 160		Hour	\$ 165.00
B.18	Dozer, Wheel	8260		to 300		Hour	\$ 195.00
B.19	Excavator, Hydraulic	8282	Bucket Capacity 1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	Hour	\$ 185.00
B.20	Excavator, Hydraulic	8283	Bucket Capacity 2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	Hour	\$ 225.00

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B.21	Excavator	8287	2007 model Gradall XL3100 III	184		Hour	\$	195.00
B.22	Excavator	8288	2003 model Gradall XL4100 III	238		Hour	\$	225.00
B.23	Loader, Crawler	8382	Bucket Capacity 2 CY	to 118	Includes bucket.	Hour	\$	175.00
B.24	Loader, Crawler	8383	Bucket Capacity 3 CY	to 178	Includes bucket.	Hour	\$	185.00
B.25	Loader, Wheel	8392	2 CY	to 105	Includes bucket.	Hour	\$	215.00
B.26	Loader, Wheel	8393	3 CY	to 152	Includes bucket.	Hour	\$	225.00
B.27	Loader, Wheel	8394	4 CY	to 200	Includes bucket.	Hour	\$	240.00
B.28	Crane	8502	Maximum Lifting Capacity 50 MT	to 200		Hour	\$	395.00
B.29	Loader, Skid-Steer	8541	Operating Capacity 2000 Lbs	to 85		Hour	\$	125.00
B.30	Loader, Skid-Steer	8542	Operating Capacity 3000 Lbs	to 85		Hour	\$	135.00
B.31	Loader-Backhoe, Wheel	8572	Bucket Capacity 1.5 CY	to 95	Loader and Backhoe Buckets included.	Hour	\$	195.00
B.32	Loader-Backhoe, Wheel	8573	Bucket Capacity 1.75 CY	to 115	Loader and Backhoe Buckets included.	Hour	\$	215.00
B.33	Stump Grinder	8628	1988 Vermeer SC-112	102		Hour	\$	200.00
B.34	Stump Grinder	8629	24" grinding wheel	110		Hour	\$	300.00
B.35	Cleaner, Sewer/Catch Basin	8712	Hopper Capacity 5 CY		Truck Mounted.	Hour	\$	250.00
B.36	Cleaner, Sewer/Catch Basin	8713	Hopper Capacity 14 CY		Truck Mounted.	Hour	\$	300.00
B.37	Truck, Vacuum	8717	60,000 GVW	400		Hour	\$	295.00
B.38	Truck, Dump	8725	14 CY	to 400		Hour	\$	95.00
B.39	Truck, Dump	8723	18 CY	to 400		Hour	\$	110.00
B.40	Truck, Water	1500	Gallons		Fire Suppression	Hour	\$	125.00
B.41	Mobile Command Center	8849	43'x8.5' x 13.5'H with self 30kw Generator	43		Hour	\$	250.00
B.42	Self Loading Prentice Truck 25 total yard					Hour	\$	195.00
B.43	210 Prentice Loader					Hour	\$	225.00
B.44	Trash Transfer Trailers - 100 yard with tractor					Hour	\$	125.00
B.45	Equipment Transports with tractor, trailer					Hour	\$	140.00

B.46	Fuel Dispensing Equipment for fueling					Hour	\$ 95.00
B.47	Fuel Cell, Portable on Trailer, 500 gallon					Hour	\$ 95.00
B.48	Additional Equipment not listed above but necessary for successful initial push and shove services:						
B.48.1							
B.48.2							
B.48.3							
B.48.4							
B.48.5							

The below unit prices are related to miscellaneous crew or labor service:

Item #	Description	UOM	Maximum Ceiling Hourly Rate
B.49	Field Supervisor with transportation and cell phone	Hour	\$ 85.00
B.50	Heavy Equipment Operator	Hour	\$ 75.00
B.51	Tool Operator (Chainsaw, Chipper)	Hour	\$ 65.00
B.52	Labor with small tools	Hour	\$ 65.00
B.53	Tree Climber w/chainsaw and gear	Hour	\$ 95.00
B.54	Security Personnel with transportation and communication equipment	Hour	\$ 85.00
B.55	Flagger for traffic control	Hour	\$ 55.00
B.56	Canteen Staff	Hour	\$ 655.00
B.57	Canteen Supervisor with transportation	Hour	\$ 85.00
B.58	Janitorial Laborer	Hour	\$ 45.00
TOTAL PRICE - CATEGORY B (B.1 THROUGH B.58)			\$ 9,694.00

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CATEGORY C: EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators may be immediately deployed into service, but may also be deemed as stand-by equipment. Generators shall be requested on an as required basis. In some instances the generators may not be necessary, which may result in the City returning them to the contractor. The below rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unit, in accordance with use, and provide any necessary repairs. The City will advise the type of use for each generator. The type of use shall be classified as: 1) Stand-By; 2) 8-16 hours per day; and 3) 24 hours/7 days per week.

ITEM #	EQUIPMENT/LABOR DESCRIPTION	ONE WAY TRANSPORTATION	STAND-BY USAGE UNIT PRICE			8 - 16 HOURS PER DAY UNIT PRICE			24 HOURS/7 DAY DAILY UNIT PRICE		
			Daily	Weekly	Monthly	Daily	Weekly	Monthly	Daily	Weekly	Monthly
C.1	Portable Offices Various Locations North Port, FL 34286 Generator Rating: 25 KW single phase, 240 volt, trailer mounted, must be hardwired	\$ 7,500.00	\$ 1,500.00	\$ 2,500.00	\$ 5,000.00	\$ 4,065.00	\$4,065.00	\$ 8,135.00	\$ 4,935.00	\$ 4,935.00	\$ 9,865.00
C.2	Portable Offices (Possible 1 generator running 2-3 portable trailers) Various Locations North Port, FL 34286 Generator Rating: 125 KW single phase, 240 volt, trailer mounted, must be hardwired	\$ 8,500.00	\$ 2,250.00	\$ 3,250.00	\$ 6,500.00	\$ 6,615.00	\$6,615.00	\$13,225.00	\$ 8,750.00	\$ 8,750.00	\$ 17,500.00
TOTAL UNIT PRICE CATEGORY C - ITEMS C.1 THROUGH C.2		\$ 134,455.00									

CATEGORY D: SATELLITE COMMUNICATIONS - The Bidder shall furnish satellite equipment on a rental basis and service. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services

ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
D.1	Rental of Equipment – Capability of calling nationwide from Florida – no additional roaming or long distance charges	Per Unit	\$ 325.00	\$ 1,140.00
D.2	Per Minute Charge for Usage	Per Minute	\$ 4.50	
TOTAL UNIT PRICE CATEGORY D - ITEMS D.1 THROUGH D.2				\$ 1,469.50

CATEGORY E: TEMPORARY SANITARY/HOUSING FACILITIES - The Bidder shall furnish temporary sanitary facilities on a rental basis and service for maintenance. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services

ITEM #	EQUIPMENT/LABOR DESCRIPTION	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE	MAXIMUM CEILING UNIT PRICE PER SERVICE
E.1	Portable Toilet Units	\$ 395.00	\$ 595.00	\$ 2,250.00	\$ 2,250.00
E.2	Portable Toilet Units (ADA accessible)	\$ 495.00	\$ 795.00	\$ 3,250.00	\$ 2,250.00
E.3	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser	\$ 500.00	\$ 700.00	\$ 2,800.00	\$ 2,250.00
E.4	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser, ADA accessible	\$ 600.00	\$ 850.00	\$ 3,450.00	\$ 2,250.00
E.5	Shower/Rest Room Container Unit or Trailer Unit, Mens/Womens section, minimum 2 shower stalls per side, dressing area, 1 sink per side, hot/cold water, heated/air conditioned	\$ 11,065.00	\$ 44,250.00	\$ 154,875.00	Included
E.6	Shower Unit, Single, ADA accessible	\$ 8,290.00	\$ 33,150.00	\$ 116,025.00	Included
E.7	Bunk House, Climate Controlled, minimum 6 people	\$ 9,335.00	\$ 37,340.00	\$ 130,690.00	
E.8	Laundry Unit, minimum 4 each washer and dryers, self-contained with cold/hot water and climate control, folding table (preferred)	\$ 10,375.00	\$ 41,500.00	\$ 145,250.00	
TOTAL UNIT PRICE CATEGORY E - ITEM E.1 THROUGH E.8					\$ 767,825.00

DESCRIBE THE ELECTRICAL CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR THE UNITS REQUIRING ELECTRIC OR GENERATORS:

Certified electrician will make all necessary connections. Fuel will be billed to Client at cost.

CATEGORY F: REEFER & REFRIGERATED CONTAINERS & ICE DELIVERY - The Bidder shall furnish freezer and refrigerator containers on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services. Labor and fuel for fueling the fuel powered unit shall be in accordance with Category B.					
ITEM #	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	MAXIMUM UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
F.1	Refrigeration Containers - 1 temperature setting (refrigerate or freeze)	8'X40'		\$ 10,500.00	\$ 45,000.00
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	40' Long. 320SF			
F.2	Refrigeration Containers - Dual temperature settings (refrigerate and freeze)	8'X40'		\$ 10,500.00	\$ 45,000.00
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	40' Long. 320SF			
F.3	Reefer Container - normally a tractor trailer, fuel powered	8'X40'		\$ 10,500.00	\$ 45,000.00
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	40' Long. 320SF			
F.4	Bagged Ice, cubed and made of potable water, 5 to 10 pound bags, palletized - UNIT PRICE	\$4.90	\$ 1,592.50		
	Indicate # pounds per bag, and #bags per pallet	7lbs/ Bag. 325 Bags/ Pallet			
	TOTAL UNIT PRICE CATEGORY F - ITEM F.1 THROUGH F.4				\$ 168,092.50
DESCRIBE THE ELECTRICAL AND GENERATOR CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR NON-FUEL POWERED UNITS:					
All refrigeration trailers have self- contained generators. Fuel will be billed to Client at cost.					

CATEGORY G: POTABLE WATER TRUCK AND DRINKING WATER - The Bidder shall furnish POTABLE WATER TRUCK equipment on a rental basis, maintenance and repair and bottled water. Labor for refilling trucks shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services					
ITEM #	EQUIPMENT/LABOR DESCRIPTION	INDICATE MINIMUM SIZE OF UNITS	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
G.1	Potable Water Tank	2500G	\$ 2,750.00	\$ 19,250.00	\$ 82,500.00
	State the minimum gallon capacity of unit proposed	2500G			
				MAXIMUM CEILING UNIT PRICE	
G.2	Refilling of Potable Water Tanks - PRICE PER GALLON			\$ 1.50	
G.3	Bottled Water Delivery, size 16 - 24 oz plastic bottles, palletized - Price per bottle	0.57		\$ 1,149.12	
	State the minimum ounce per bottle and number of bottles per pallet	16.9oz.			
DESCRIBE THE POWERING AND/OR DISPENSING NEEDS, IF ANY TO OPERATE AND DISPENSE WATER FROM TANK.					
If applicable, a certified electrician will make all necessary connections. Fuel will be billed to Client at cost.					
TOTAL UNIT PRICE CATEGORY G - ITEMS G.1 THROUGH G.3					\$ 105,650.62

CATEGORY H: MOBILE FLEET REPAIR FACILITIES/ASSISTANCE - The Bidder shall furnish equipment and portable facility on a rental basis, maintenance and repair. Labor, parts and materials for fleet repair services shall be compensated based on this schedule. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services.

ITEM #	EQUIPMENT/LABOR DESCRIPTION		DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
H.1	Mobile Fleet Repair Unit inclusive of all required equipment, self contained and self powered to perform fleet repair services		\$ 2,250.00	\$ 15,750.00	\$ 67,500.00
H.2	Mechanic/Technician/ Price per man hour		\$ 165.00	\$ 165.00	\$ 165.00
H.3	Mobile Mechanic with truck and tools		\$ 2,250.00	\$ 15,750.00	\$ 67,500.00
H. 4	Minimum discount for Materials & Parts (i.e. supplies, oil, etc) from List or Mfg Retail	0%			
DESCRIBE THE MOBILE FLEET UNIT PROPOSED:					
TOTAL UNIT PRICE CATEGORY H - ITEMS H.1 - H.2					\$ 171,495.00

CATEGORY I: TEMPORARY SIGNAGE & TRAFFIC CONTROL - The Bidder shall furnish traffic signage and control equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services					
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
I.1	Safety Cade Type II Barricades with flashing lights inclusive of maintenance and bottom	each	\$ 200.00	\$ 1,400.00	\$ 5,600.00
I.2	DOT Black Base 36" traffic cones with two (2) each reflective bands	each	\$ 100.00	\$ 700.00	\$ 2,800.00
I.3	Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs	each	\$ 175.00	\$ 1,225.00	\$ 4,900.00
I.4	A-Frame stands for 36" signs	each	\$ 110.00	\$ 770.00	\$ 3,080.00
TOTAL UNIT PRICE CATEGORY I - ITEM I.1 THROUGH I.4					\$ 21,060.00

CATEGORY J: CANTEEN, TENTS, FURNISHINGS - The Bidder shall furnish equipment and portable facilities and furnishings on a rental basis, maintenance and repair of equipment furnished and set up. Labor for staffing shall be compensated based on Schedule A. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service and all other incidental fees to complete the services					
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
J.1	Canopy, pole type or pop up without sides, 10' x 10'	each	\$ 550.00	\$ 550.00	\$ 2,200.00
J.2	Canopy, pole type or pop up without sides, 20' x 20'	each	\$ 1,350.00	\$ 1,350.00	\$ 5,400.00
J.3	Canopy, pole type or pop up without sides, 30' x 30'	each	\$ 7,000.00	\$ 7,000.00	\$ 28,000.00
J.4	Tent, pole type or pop up with sides, 15 x 15	each	\$ 1,750.00	\$ 1,750.00	\$ 7,000.00
J.5	Tent, pole type or pop up with sides, 20 x 20	each	\$ 2,800.00	\$ 2,800.00	\$ 11,200.00
J.6	Tent, pole type or pop up with sides, 20 x 40	each	\$ 8,000.00	\$ 8,000.00	\$ 32,000.00
J.7	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 20' x 40'	each equipped unit	\$ 15,000.00	\$ 15,000.00	\$ 60,000.00
J.8	Canteen Tents for eating purposes, pole type or frame type with sides and equipped with tables and chairs, 30' x 40'	each equipped unit	\$ 21,340.00	\$ 21,340.00	\$ 85,360.00
J.9	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 20' x 40'	each equipped unit	\$ 80,000.00	\$ 80,000.00	\$ 320,000.00
J.10	Canteen Tent fully equipped with tables, chairs, cooking equipment and cooking utensils to included, but not be limited to, stove refrigeration, hot food serving table and equipment, cold food serving table, pots/pans and cooking utensils, 30' x 40'	each equipped unit	\$ 101,450.00	\$ 101,450.00	\$ 405,800.00
J.11	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be from a water tank, self contained, indoor.	each	\$ 7,000.00	\$ 7,000.00	\$ 28,000.00
J.12	Evaporative Cooling Systems, minimum 24" cooler with cycle control, battery or electric operated, water source shall be either from hose or water tank, outdoor.	each	\$ 7,500.00	\$ 7,500.00	\$ 30,000.00
DESCRIBE ALL SPECIAL FEATURES OR REQUIREMENTS FOR THE MESS TENT UNITS PROPOSED:					
TOTAL UNIT PRICE CATEGORY J - ITEM J.1 THROUGH J.12					\$ 1,522,440.00

CATEGORY K: PORTABLE LIGHTING - The Bidder shall furnish portable lighting equipment on a rental basis, maintenance and repair. The preferable term is a weekly rental as a minimum. Unit prices shall include all labor, equipment, materials, transportation, service, parts and all other incidental fees to complete the services.					
ITEM #	EQUIPMENT/LABOR DESCRIPTION	UOM	DAILY MAXIMUM CEILING UNIT PRICE	WEEKLY MAXIMUM CEILING UNIT PRICE	MONTHLY MAXIMUM CEILING UNIT PRICE
K.1	Meets following minimum requirements: - four (4) 1000 watt metal halide fixtures in a NEMA 6 design - 3-section telescoping mast extends 12 - 30 ft - 360° rotation capability - outriggers and jacks for stability - low oil/high temperature auto shut down system - built-in circuit breakers for the	EACH	\$ 1,000.00	\$ 5,000.00	\$ 12,500.00
DESCRIBE THE POWERING REQUIREMENTS TO OPERATE EQUIPMENT Light tower has self- contained generator. Fuel will be billed to Client at cost.					
TOTAL UNIT PRICE CATEGORY K - ITEM K.1					\$ 18,500.00

CATEGORY L: DISCOUNT FROM RETAIL OR LIST PRICE FOR MATERIALS FOR EMERGENCY PURPOSES - The Bidder shall state a percentage discount from retail or list price for specific materials used in the City's emergency recovery.		
ITEM #	MATERIAL DESCRIPTION	MINIMUM PERCENTAGE DISCOUNT FROM RETAIL OR LIST PRICE
L.1	Lumber and related supplies (Primary use for emergency dry in of facilities)	0%
L.2	Fencing material and related supplies	0%

CATEGORY M: Meals During a Disaster Event - The Bidder shall furnish meals as requested during recovery. Breakfast starting at 6am, lunch starting at 11am and evening meal starting at 5pm.					
ITEM #	MATERIAL DESCRIPTION	UNIT COST EACH 75-100	UNIT COST EACH 101-150	UNIT COST EACH 150-300	UNIT COST EACH 301+
M.1	Breakfast	\$ 47.00	\$ 45.00	\$ 45.00	\$ 40.00
M.2	Lunch	\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
M.3	Dinner	\$ 60.00	\$ 55.00	\$ 55.00	\$ 52.50
M.4	Meal Delivery	5% of total meal count	5% of total meal count	5% of total meal count	5% of total meal count
TOTAL UNIT PRICE CATEGORY K - ITEM K.1			\$ 559.50		

Exhibit “D”

SUBCONTRACTOR LIST

SUBCONTRACTING PLAN

Employment of Local & Minority Contractors

DRC maintains **one of the industry’s largest networks of pre-screened and fully qualified subcontractors**, including local and preferred vendors. DRC’s subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

DRC has access to more than 2,000 firms through our pre-qualified supplier database, including more than 1,200 Small Business Enterprises (SBE). Many are also designated as Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Small Disadvantaged Business (SDB), HUB Zone Business, 8(a) Business Development Program, and/or Veteran-Owned Small Business (VOSB), including Service-Disabled Veteran-Owned Small Business (SDVOSB) contractors.

This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business. Interested businesses may apply to be added to DRC’s subcontractor list at any time by filling out the application form on our website, drcusa.com, or by calling (888) 721-4DRC.

The scope of the disaster will determine which subcontractors we use and the percentage of work that they do. DRC will work only with subcontractors approved by the City.

Proposed Subcontractors

DRC has teamed with the following subcontractors. These partnerships augment our resources and ability to quickly respond to any contingency that disrupts North Port. This alliance provides vital local knowledge and allows DRC to establish relationships with other local civil contractors.

Please see sample *Master Subcontract Agreement* in separate “EXEMPT FROM PUBLIC DISCLOSURE” envelope.

Name	Address	City	Phone	Area	Push or Collection
RPF Emergency Services	520 Mineral Trace, Unit C	Hoover, AL 35244	205-637-6949	Alabama	Both
Emerald Tree Svc	407 169th Ct NE	Bradenton, FL 34212	941-855-6302	Manatee Sarasota	Both
North Manatee Tree svc	2919 37th St E	Palmetto, FL 34221	941-729-2279	Manatee Sarasota	Both
Two Brothers Tree Service	2212 37th Ave E	Bradenton, FL 34208	941-238-7192	Manatee Sarasota	Push
R.A.W Tree Service	10332 Pittman Rd	Sarasota, FL 34240	941-951-1282	Manatee Sarasota	Push
Troyer Tree	6742 Richardson Rd	Sarasota, FL 34240	941-371-7452	Manatee Sarasota	Push

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Deans Tree Services	2933 Randa Blvd	Sarasota, FL 34245	(941) 234-9525	Manatee Sarasota	Both
Mr Greenieans Tree Surgeon	7600 Preservation Dr	Sarasota, FL 34241	(941) 379-9800	Manatee Sarasota	Both
Coconut Cowboy Tree Svc	501 Kenwood Ave	Nokomis, FL 3427	(941) 375-8365	Manatee Sarasota	Push
A Cut above the best	1435 E Venice Ave #139	Venice, FL 34292	(941) 232-5296	Manatee Sarasota	Push
Big Stump Tree Svc	10400 Tamiami Trl S Ste 2	North Port, FL 34287	(419) 577-1010	SW FL	Both
Mathews Tree Service		Englewood, FL 34223	(941) 303-3252	SW FL	Both
Southwest Tree	1157 South Ln,	Englewood, FL 34224	(941) 323-7339	SW FL	Push
Tim's Tree Svc	7826 Hart Dr	North Fort Myers, FL 33917	(239) 791-4705	SW FL	Both
Elite Tree Service	10994 metro Pkwy	Fort Myers, FL 33993	(239) 628-2747	SW FL	Both
Acorn Tree Svc	2601 SW 37th Ter	Cape Coral, FL 33914	(239) 549-4454	SW FL	Push
Deep Green	915 SE 23rd P	Cape Coral, FL 33990	(239) 240-2307	SW FL	Push
ABC Tree	17103 Jean S	Fort Myers, FL 33967	(239) 633-1665	SW FL	Both
Gerals Tree Svc of Florida	25169 Busy Bee D	Bonita Springs, FL 34135	(239) 498-9933	SW FL	Both
Signature Tree Care	1100 Commerical Blvd Ste 119	Naples, FL 34104	(239) 348-1330	SW FL	Both
Any Town Tree Surgeons	501 Goodlette Rd N Ste D100	Naples, FL 34102	(239) 580-8733	SW FL	Push
General Tree	3190 25th Ave SW	Naples, FL 34117	(239) 455-6930	SW FL	Both
Quality Tree Service	1078 Blue Hill Creek Dr	Marco Island, FL 34145	(239) 393-2583	SW FL	Push

Outreach and Training



The use of local resources is vitally important to a successful disaster recovery operation. We pride ourselves in facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Upon receipt of Notice of Award, DRC will schedule an informational and technical assistance workshop for potential vendors and businesses. The workshop will provide all interested local businesses with information about the overall scope of work and opportunities for contracting and partnership with DRC. Our highly qualified and experienced staff will also provide hands-on technical assistance and training in all relevant aspects of the debris removal and management process, so that local subcontractors are

ready to partner with DRC in providing superior services to the City of North Port.

Compliance with 2 CFR 200.321 Noticing Opportunities and Contracting with MBE/DBE/WBE Businesses

The Regional Manager will recruit local subcontractors and small and diverse business enterprises by utilizing DRC's subcontractor database, as well as the following resources:

- Government databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach

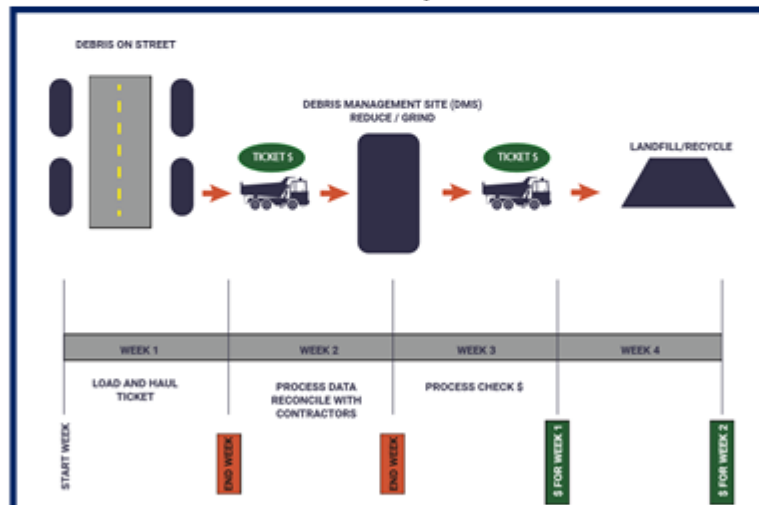
Standards and Oversight

From our extensive experience with subcontractors, DRC knows the importance of establishing strict guidelines for performance and safety standards. All subcontractors will be screened for qualifications and safety compliance prior to being offered a contract with DRC. Additionally, at the discretion of the contracting agency, all subcontractors will be approved prior to beginning work. Our Subcontractor Agreement details the scope of work and responsibilities of each subcontractor. The Subcontractor Agreement also commits the subcontractor to all governmental regulations and requirements. All subcontractor equipment will be inspected and properly maintained, and all personnel certifications and safety courses will be on file and renewed or updated as needed.

Prompt Payment of Subcontractors

For a typical event, subcontractors are paid every Friday, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.

Subcontractor Payable Chart



"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the 'on the ground' presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."

— Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge's
Department of Environmental Services

Prepare

Respond

Recover



Among the top priorities of any community are to protect lives, to minimize the loss or degradation of resources, and to restore operational capability following an event. DRC uses a basic, three-phase approach to help the City of North Port achieve these goals: **prepare, respond, and recover**. Careful attention to these three phases is fundamental to successful disaster management.

The primary mission of DRC Emergency Services, LLC is to provide a professional, honest, and immediate response to natural and man-made disasters.



"Through weekly project meetings, I became increasingly familiar with the organization's natural abilities and orderly work ethic. As the cleanup effort progressed, I realized that this company's staff was a perfect fit for working with subcontractors and property owners."

— Leo T. Lucchesi, Director of Public Works, Washington Parish Government

PREPARE



- Contract Award
- Local Teaming Partners
- Available Equipment
- Joint Planning & Training

Contract Award

Upon award, DRC's Regional Manager Evan Fancher will schedule a meeting with the City of North Port. The initial meeting is critical, allowing the [City](#) and the Regional Manager to make introductions and to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step-by-step plan to expedite arrangements for the training and response phases of the contract. These provisions include but are not limited to the following:

- Presenting key team members, including the Project Manager, and their responsibilities
- Participating in scenario exercises to include planning and [routing](#)
- Facilitating the designation and readiness of DMS and final disposal sites
- Introducing the Monitoring Firm Representative (if applicable)

Local Teaming Partners, Vendors, and Subcontractors

DRC maintains a network of more than 2,000 subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors, along with DRC's own personnel and equipment, are capable of mobilizing events of any size. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, and in recognition of the value of local knowledge and expertise in any disaster scenario, DRC encourages local participation. DRC uses the following methods to identify local subcontractors:

- | | |
|------------------------|-------------------------------|
| • Outreach programs | • Client and vendor referrals |
| • Government databases | • SBE compliance departments |
| • Website applications | • Direct mail outreach |

Exhibit "E"

SITE AUTHORIZATION LETTER FROM FDEP- SITE A

**FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION**

South District Office
2295 Victoria Avenue, Suite 364
Fort Myers, Florida 33901-3881

Ron DeSa
Gover



Jeanette Nu Lt. Gover

Shawn Hamil
Secre

Sent via email to: cspeake@northportfl.gov

Date: 08/01/2024

Chuck Speake
1100 N. Chamberlain Boulevard
North Port, FL 34286

RE: 2024 - Pre-Authorization for Disaster Debris Management Sites (DDMS) Dear

Chuck Speake,

This is to notify you that on 05/07/2024, we approved your request for pre-authorization of a disaster debris management site (DDMS) located in Sarasota County for 2024. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location:

WACS ID: 108336
Price Boulevard
1790 W Price Blvd, North Port
Lat 27:4:12.0036 / Long 82:9:49.1029
Waste Planned for Management: Construction & Demolition Debris, Yard Trash, Mixed Debris

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using this temporary DDMS as

necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

1. **The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and stops accepting debris;**
2. Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;
3. Access must be controlled to prevent unauthorized dumping and scavenging;
4. A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
5. Once the site is open, a spotter must be located in the area where waste is being deposited in order to spot and remove prohibited waste items;
6. The DDMS is limited to managing the type(s) of debris listed above; any putrescible waste received at the DDMS must be removed from the site within 48 hours; all other types of prohibited waste should be managed in accordance with the guidance document (see link below);
7. Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the site on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

The Department has also prepared a guidance document on the establishment, operation and closure of a DDMS for disaster debris. This guidance includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website at

<https://floridadep.gov/waste/permitting-compliance-assistance/documents/guidance-establishment-operation-and-closure>. This guidance is not a substitute for federal requirements and guidance, including those from the Federal Emergency Management Agency (FEMA).

If you have any questions or comments on this pre-authorization letter, please feel free to contact Renee Kwiat by E-mail at renee.kwiat@floridadep.gov or by phone at (239) 344-5673. In order to provide better service to you, the Department is using electronic documents as much as possible. Please provide your E-mail address when replying. Sincerely,


2

END OF SITE AUTHORIZATION LETTER.

Exhibit "F"

CITY'S WORK ASSIGNMENT/NOTICE TO PROCEED FORM



City of North Port
PURCHASING
Office: 941.429.7170
Fax: 941.429.7173
Email: purchasing@northportfl.gov



WORK ASSIGNMENT

☐ Change Order ☐ Amendment

CONSULTANT: _____

CONTINUING CONTRACT NO. & TITLE: _____

THIS WORK ASSIGNMENT

WORK ASSIGNMENT #: _____

SHORT TITLE: _____

DATE SUBMITTED: _____

AMOUNT (LUMP SUM): _____

SCHEDULED COMPLETION: _____

CONTRACT AND BUDGET OVERVIEW FOR FISCAL YEAR 20____

DEPARTMENT

TOTAL OF PREVIOUS ASSIGNMENTS _____

THIS WORK ASSIGNMENT _____

TOTAL WORK ASSIGNMENTS _____

ACCOUNT NO/PROJECT NO _____

All work assignments require City Manager approval. In presenting this work assignment, it is understood that:

1. All associated supporting documentation and justification for this Work Assignment Change Order/Amendment is attached hereto.
2. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
3. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.
4. THIS TOTAL WORK ASSIGNMENT, INCLUDING CHANGE ORDERS AND/OR AMENDMENTS SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$500,000 & ANY RESULTING CONSTRUCTION SHALL NOT EXCEED \$4,000,000 PER FLORIDA STATUTE 287.055 AS AMENDED.
- 5.



CITY OF NORTH PORT CHANGE ORDER/CONTRACT AMENDMENT FORM

WA #: _____

CO#: _____ Amendment #: _____

City's Contract No.: _____

Project Manager/Engineer: _____

Project Name: _____

Description:

Purpose of Change Order:

Attachments (provide documents below from Consultant supporting change):

☐

Attachment A - Fee Schedule with contracted hourly rates/number of hours breakdown

☐

Attachment B - Consultants written scope/quote (for this work assignment)

☐

Attachment C - Supporting documentation (includes time extensions if requested)

CITY OF NORTH PORT
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Emergency Response Services, Disaster Debris Management Services and Ancillary Preparation/Recovery Services in the City of North Port

CHANGE IN CONTRACT PRICE					CONTINGENCY FUNDS	
Original Contract Amount:					Use of Contingency Funds?	Yes No
Previous	Amendment/	#		to #	Original Contingency Amount:	
	Change Orders:	#		to #		
Approved Amount:		Amend			Approved Use of Contingency Amount:	
Amendments/Change Orders		CO				
Current Contract Price:					Increase/(Decrease):	
This Change Add/(Deduct):						
Total Contract Amount w/this change (pending approval):					Contingency Balance:	

CHANGE IN CONTRACT TIME				
Please fill in the Initial & Final Dates and Days of the original contract and the Dates and Difference (days) for each subsequent change order.				
Initial Date	Final Date	Days/Difference (days)*	Action	Basic Description
Enter dates & number of days in Cells Below			Add Action and Description in Cells Below	
			Original	Initial Execution
Total Days*				
* Calendar days (not working days)				

SIGNATURES ON NEXT PAGE

CITY OF NORTH PORT
REQUEST FOR PROPOSAL NO. 2025-01

Emergency Response Services, Disaster Debris Management Services and Ancillary Preparation/Recovery Services in the City of North Port

RECOMMENDED BY:

By: _____
Consultant Date

By: _____
City POC/Project Manager Date

APPROVED BY:

By: _____
Department Director Date

By: _____
Budget Administrator Date

By: _____
Purchasing Date

By: _____
Finance Director Date

By: _____
Assistant City Manager Date

By: _____
City Manager Date

By: _____
City Clerk (If applicable) Date

By: _____
City Attorney (If applicable) Date

Exhibit "G"
STUMP CONVERSION TABLE

APPENDIX E: CONVERSION TABLE

Diameter to Volume Capacity

FEMA quantifies the amount of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46,656}$$

0.7854 is one-fourth Pi and is a constant.

46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4

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Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

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Exhibit "H"
HAZARDOUS STUMP WORKSHEET

APPENDIX F: HAZARDOUS STUMP WORKSHEET

Applicant: _____ Date: _____

Applicant Representative: _____ Signature: _____

FEMA Representative (if available) _____ Signature: _____

	Physical Location (i.e., Street address, road, cross streets, etc.)	Description of Facility (ROW, Park, City Hall, etc.)	Hazard		U.S. National Grid (USNG) Location	Tree Size (Diameter)	Eligible		Fill For Debris Stumps	Comments (See attached sketch, photo, etc.)
			Yes	No			Yes	No	CY	
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

EXHIBIT "I"

FEDERAL COMPLIANCE REQUIREMENTS

Contractor must comply with the Federal requirements as they apply for **APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS** and all applicable Federal requirements for this RFP. The Contract may be funded in whole or in part with federal funds and as such, any resulting contract shall be subject to federal requirements including, but not limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as otherwise may be listed herein. Should there be any conflict between the provisions contained in the solicitation or any resulting agreement the applicable federal requirements shall prevail.

1. FEDERAL FUNDING

- A. When property or services are procured using funds derived from a Federal grant or agreement, whether direct to the City or "pass-through" from another entity, the City is required to and will follow the Federal procurement standards set forth in the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 C.F.R. Sections 200.213 and 200.317 through 200.326.
- B. Contract Cost and Price: For every procurement in excess of \$100,000, including Change Orders or Contract Amendments greater than \$100,000, the City shall perform a cost or price analysis in connection with every procurement subject to Federal procurement guidelines, which shall include an independent estimate of cost prior to issuing bids or proposals. For proposals where price is not considered in the award, profit shall be negotiated as a separate element of the price. In determining whether profit is fair and reasonable, the City shall consider the complexity of work, the risk to be borne by the contractor, the contractor's investment, the amount of subcontracting necessary, the quality of the contractor's record and past performance, and industry profit rates for the surrounding geographical area. "Cost Plus Percentage" methods for determining profit shall not be used.

2. RECIPIENTS AND SUBCONTRACTS

Awarded Contractor(s)/Vendor(s) and all associated contractor(s) are also considered recipients and therefore, the following provisions must be included in all contract provisions; inclusive those of the subcontractor(s) when and where applicable.

3. EMPLOYMENT ELIGIBILITY VERIFICATION SYSTEM (E-VERIFY)

- A. Statutes and Executive Orders require employers to abide by the Immigration laws of the United States and to employ only individuals who are eligible to work in the United States. The Employment Eligibility Verification System (E-Verify) operated by the U.S. Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) provides an internet-based means of verifying employment eligibility of workers in the United States; it is not a substitute for any other employment eligibility verification requirements.
- B. Vendors/Contractors shall enroll in the E-Verify program and provide the City with evidence of their enrollment as an attachment to their proposal. Evidence of enrollment may include, but is not limited to, the following:
 - 1. A copy of the properly completed E-Verify Company Profile page; or
 - 2. A copy of the fully executed E-Verify Memorandum of Understanding for the company.

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- C. Vendors/Contractors shall provide the City with an executed affidavit certifying they shall comply with the E-Verify Program. The affidavit is attached to the solicitation documents.
- D. If a vendor/Contractor does not provide the City with evidence of their E-Verify enrollment and an executed affidavit of compliance, the vendor's/Contractor's proposal may be deemed non-responsive.
- E. Subcontractor requirement: Vendors/Contractors shall require all contracts or agreements that they enter into with a subcontractor to include a requirement that the subcontractor enroll and participate in the E-Verify program.
- F. The vendor/Contractor is responsible for familiarizing themselves with all rules and regulations governing the E-Verify program. For additional information regarding the Employment Eligibility Verification System (E-Verify) program visit the following website: <http://www.dhs.gov/E-Verify>

4. ENERGY POLICY AND CONSERVATION ACT

Contractor must follow any mandatory standards and policies relating to energy efficiency in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

5. SMALL AND MINORITY BUSINESS, WOMEN'S BUSINESS ENTERPRISES, DISADVANTAGE BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

- A. The Contractor agrees to ensure that Small and Minority Businesses, Women's and Disadvantage Business Enterprises, veteran owned businesses, and labor surplus area firms have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, Contractor shall take all necessary and reasonable affirmative steps in accordance with 2 C.F.R., Part 200.321, as amended, to ensure that these enterprises and areas have the maximum opportunity to compete for and perform contracts.

Affirmative steps must include:

- 1. Contractor shall place qualified small and minority businesses and women's business enterprises on solicitation lists.
- 2. Whenever they are potential sources, Contractor shall include small and minority businesses, and women's business enterprises, in all solicitations.
- 3. Whenever possible, Contractor shall use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 4. When economically feasible, Contract shall divide total requirements, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- 5. Where the requirement permit, Contractor shall establish delivery schedules which encourage participation by small and minority businesses, and women's business enterprises.
- 6. Where subcontracts are to be let, Contractor shall require its subcontractor(s) to take the above-listed affirmative steps.

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- B. The Labor Surplus Area's for fiscal year 2018 in Florida near the City of North Port are the following Counties; Hardee, Hendry, and Highlands.

6. SYSTEM FOR AWARD MANAGEMENT MAINTENANCE UNDER 48 CFR 52.204-13 – CONTRACTOR'S REQUIREMENT FOR MAINTAINING CAGE CODE

- A. The following definitions apply to the terms used in this section:

1. "Registered in the System for Award Management (SAM) database" means that:
 - a. The Contractor has entered all mandatory information, the Contractor, and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see subpart 4.14), into the SAM database;
 - b. The Contractor has completed the Core, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
 - c. The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as a part of the SAM registration process; and
 - d. The Government has marked the record "Active."
2. "System for Award Management (SAM)" means the primary Government repository for prospective Federal awardee and Federal awardee information and the centralized Government system for certain contracting, grants, and other assistance-related processes. It includes:
 - a. Data collected from prospective Federal awardees required for the conduct of business with the Government;
 - b. Prospective contractor-submitted annual representations and certifications in accordance with FAR subpart 4.12; and iii. Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.

- B. Contractor Is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this Contract and is not a substitute for a properly executed contractual document.
- C. If the Contractor does not become registered in the SAM database in the time prescribed in this solicitation, the City will proceed to award to the next lowest responsive and responsible registered Contractor.
- D. Processing time, which normally takes 48 hours, should be taken into consideration when registering in the SAM database. Contractors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- E. By submission of a Proposal, the Contractor acknowledges the requirement that a prospective awardee shall be

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registered in the System for Award Management prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the System for Award Management within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

- F. Contractor changes: If a Contractor has legally changed its business name, doing business as name, or division name (whichever is shown on the Contract), or has transferred the assets used in performing the Contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in 48 CFR Part 42, subpart 42.12, the Contractor shall provide the City's Contract Administrator a minimum of one (1) business day's written notification of its intention to:
1. Change the name in the SAM database;
 2. Comply with the requirements of subpart 42.12 of the FAR; and
 3. Agree in writing to the timeline and procedures specified by the responsible Contract Administrator. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.
- G. If the Contractor fails to comply with the requirements of paragraph G. of this section, or fails to perform the agreement at paragraph G.3. of this section, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the Contract will be considered to be incorrect information and breach of this Contract.
- H. The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information and breach of this Contract.
- (2) The Contractor should be prepared to provide the following information:
- (a) Company legal business.
 - (b) Trade style, doing business, or other name by which your entity is commonly recognized.
 - (c) Company Physical Street Address, City, State, and ZIP Code.
 - (d) Company Mailing Address, City, State and ZIP Code (if separate from physical).
 - (e) Company Telephone Number.
 - (f) Date the company was started.
 - (g) Number of employees at your location.
 - (h) Chief executive officer/key manager.

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(i) Line of business (industry).

(j) Company Headquarters name and address (reporting relationship within your entity).

- I. Contractors may obtain additional information of registration and annual confirmation requirements at <https://www.acquisition.gov> or <http://fedgov.dnb.com/webform> or 1-866-705-5711.

7. RECORDS RETENTION

The contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but not be limited to:

1. Records required to demonstrate that the payment was for an eligible use under the funding program;
2. Copies of disbursements paid to contractors;
3. Financial records as required by 24 CFR 570.502, and 2 CFR Subpart D and F and any applicable Appendices; and
4. Other records necessary to document compliance with the applicable provisions of 24 CFR Part 570 and 24 CFR Part 75.

8. FEDERAL EQUAL OPPORTUNITY LAWS

Contractor agrees to comply with all federal equal opportunity laws and implementing regulations, including but not limited to:

1. Certification of Non-segregated Facilities (for contracts over \$10,000)
2. Title VI of the Civil Rights Act of 1964 and implementing regulations thereof
3. Section 109 of the Housing & Community Development Act of 1974
4. Section 503 Handicapped (for contracts \$2,500 or over)
5. Age Discrimination Act of 1975, as amended
6. Section 504 of the Rehabilitation Act of 1973, as amended
7. Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968

9. RESTRICTION ON ALL PUBLIC WORKS PROJECTS

No contractor, or subcontractor, of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR) may be awarded a contract or a subcontract for public works projects. Nor may any product of a country included on this list be provided under a public works project. Any Contractor unable to certify compliance with this provision shall submit with its offer a written explanation fully describing the reasons for its inability to comply.

10. DRUG-FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Contractor is required to comply with drug-free workplace requirements in accordance with the Act.

11. BUILD AMERICA, BUY AMERICA ACT

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This agreement may be for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 117-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

12. ADA REQUIREMENTS

The Contractor Agrees to comply with the Americans With Disabilities Act (Public Law 101-338, 42 U.S.C., Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

The Contractor agrees to comply with Title II, Subtitle A of the Americans with Disabilities Act (ADA) (1990).

13. SCRUTINIZED COMPANIES

Section 287.135, Florida Statutes (F.S.), prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to sections 215.473 and 215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to section 287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with section 287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

14. DISPUTE RESOLUTION

All claims, disputes, and other matters in question between the parties to this agreement, arising out of or relating to this agreement or the breach thereof, shall be resolved as follows:

1. To the extent Chapter 558, F.S., is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the mean of section 558.005(1), F.S.
2. In the event of a dispute or claim arising out of this agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
3. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set for the below.
4. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Sarasota County, Florida, or where subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non convenience.
5. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

6. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
7. Unless otherwise agreed in writing, the Consultant shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

15. TEXT MESSAGING

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

16. SEAT BELT POLICY

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

17. Title VI of the Civil Rights Act of 1964

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement."

18. Contractor shall comply with all Federal requirements as they apply to: **APPENDIX II TO PART 200 CFR—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS.**

19. REMEDIES

- A. In the event the Contractor violates, breaches, fails to satisfactorily perform, or has failed to adhere to the terms and conditions under this Agreement, the City may, upon 15 calendar days written notice to the Contractor, and upon the Contractor's failure to cure within fifteen (15) calendar days after receipt of the notice, exercise any one or more of the following remedies, either exclusively, concurrently, or consecutively:
 1. Request additional information from the Contractor to determine the reasons for or the extent of breach, non-compliance, or lack of performance.
 2. Issue Contractor a written warning to advise that more serious measures may be taken if the situation is not corrected.
 3. Advise the Contractor to suspend, discontinue or refrain from incurring additional costs for any activities in question.

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4. Require the Contractor to reimburse the City for the amount of costs incurred for any items determined to be ineligible.
 5. Withhold or suspend payment of all or any part of a request for payment.
 6. Require that the Contractor refund to the City any monies used for ineligible purposes under the terms of the Contract, or the laws, rules and regulations governing the use of these funds.
 7. Terminate all or part of the Contract.
- B. Unless otherwise provided by the Contract, all claims, counterclaims, disputes, and other matters in question between the City and the Contractor arising out of or relating to the Contract between the parties, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in Sarasota County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Tampa Division. Neither the pendency of a dispute nor its consideration by the City's contract manager will excuse the Contractor from full and timely performance in accordance with the terms of the Contract.
- C. Pursuing any of the above remedies will not prohibit the City from pursuing any other rights or remedies, which may otherwise be available under law or in equity. If the City waives any right or remedy in this Contract or fails to insist on strict performance by the Contractor, it will not affect, extend, or waive any other right or remedy of the City, or affect the later exercise of the same right or remedy by the City for any other act or omission by the Contractor.
- D. If unresolvable differences or controversies arise between the City and the Contractor regarding the terms or requirements of either party under this Contract, that cannot be resolved by mutual agreement of the parties, the Contractor may submit a written request to the City Manager for a final decision concerning the controversy.
- E. Within thirty (30) days after a written request is received by the City Manager, the Contractor will be provided with a written final decision by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision by the City Manager shall be considered the final decision of the City regarding the controversy.

20. TERMINATION AND DEFAULT:

Upon termination of the Agreement the Contractor shall cease work and shall deliver to the City all documents (including but not limited to reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with its services. Upon delivery of the documents, the City shall pay the Contractor in full settlement of all claims by it hereunder as the work completed bears to the entire work under the Contract, as determined by the City, less payments already made to the Contractor, and any amounts withheld by the City to settle claims against or to pay indebtedness of the Contractor in accordance with the provisions of the Contract.

- A. Funding in Subsequent Fiscal Years: The parties acknowledge and agree that the obligations of City to fulfill financial obligations of any kind pursuant to any and all provisions of this Agreement, or any subsequent agreement entered into pursuant to this Agreement or referenced herein to which City is a party, are and shall remain subject to the provisions of Florida Statutes, Section 166.241, regardless of whether a particular obligation has been expressly so conditioned. City agrees to exercise all lawful and available authority to satisfy any financial obligations of City that may arise under this Agreement; however, since funds are appropriated

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annually by the City Commission on a fiscal year basis, and since funds have not yet been appropriated for the undertakings contemplated herein, City's legal liability for the payment of any costs shall not arise unless and until appropriations for such costs are approved for the applicable fiscal year by the City Commission (nor shall such liability arise if, a request for such appropriations is excluded from the budget approved by the City Commission). Notwithstanding the foregoing, no officer, employee, director, member or other natural person or agent of City shall have any personal liability in connection with the breach of the provisions of this Section or in the event of a default by City under this Section. This Agreement shall not constitute an indebtedness of City, nor shall it constitute an obligation for which City is obligated to levy or pledge any form of taxation or for which City has levied or pledged any form of taxation. It is expressly understood by the City and the Contractor that funding for any subsequent fiscal year of the Contract is contingent upon appropriation of monies by the City Commissioners. If funds are not available or appropriated, the City reserves the right to terminate the Contract. The City will be responsible for payment of any outstanding invoices and work completed by the Contractor prior to such termination.

- B. If the Contractor has abandoned performance under this Contract, then the City Manager or designee may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice shall state the evidence indicating the Contractor's abandonment.
- C. The Contractor shall have the right to terminate the Contract only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent, or if the project is suspended by the City for a period greater than ninety (90) calendar days.
- D. The City Manager or designee reserves the right to terminate and cancel this Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- E. In the event Contractor breaches this Contract, the City shall provide written notice of the breach and Contractor shall have ten (10) days from the date the notice is received to cure. If Contractor fails to cure within the ten (10) days, the City Manager or designee shall have the right to immediately terminate the Contract and/or refuse to make any additional payment, in whole or in part, and, if necessary, may demand the return of a portion or the entire amount previously paid to Contractor due to:
 - 1. The quality of a portion or all the Contractor's work not being in accordance with the requirements of this Contract;
 - 2. The quantity of the Contractor's work not being as represented in the Contractor's Payment Request, or otherwise;
 - 3. The Contractor's rate of progress being such that, in the City's opinion, substantial or final completion, or both, may be inexcusably delayed;
 - 4. The Contractor's failure to use Contract funds, previously paid the Contractor by the City, to pay Contractor's project related obligations including, but not limited to, subcontractors, laborers and material and equipment suppliers;
 - 5. Claims made, or likely to be made, against the City or its property;
 - 6. Loss caused by the Contractor;

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7. The Contractor's failure or refusal to perform any of the obligations to the City, after written notice and a reasonable opportunity to cure as set forth above.
 8. Violation of any local, state, or federal law in the performance of this Contract shall constitute a material breach of this Contract.
 9. If the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in the clause, the Contractor shall promptly comply with such demand. The City's rights hereunder survive the term of this Agreement, and are not waived by final payment and/or acceptance.
- F. Termination With or Without Cause: The City shall have the right to unilaterally cancel, terminate, or suspend this Agreement, in whole or in part, by providing the Contractor thirty (30) days written notice by certified mail.
- The City reserves the right to terminate this Agreement, in part or in whole, in the event the Contractor fails to perform in accordance with the terms and conditions stated herein. The Contractor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the Contractor.
- G. Termination for Default: Contractor acknowledges that the conditions, covenants, and requirements on its part to be kept, as set forth in the Agreement, are material inducements to City entering into an agreement. Should Contractor fail to perform any of the conditions, covenants, and requirements of its part to be kept, the City Manager shall give written notice thereof to contractor specifying those acts to things which must occur to cure said default. Provided, however, if Contractor makes a good faith effort by taking steps to substantially cure the default, the City Manager may grant Contractor additional time to cure such default as he deems warranted in his sole discretion. Should the default remain, upon expiration of the time granted to cure the same, the City Manager may terminate the Agreement, by written notice of termination, said notice specifying the time and date of termination.
- H. Termination for Convenience: The performance of work under the Agreement may be terminated by the City Manager in whole or in part or whenever the City Manager determines that termination is in the City of North Port's best interest. Any such termination shall be effected by the delivery to the contractor/vendor of a written notice of termination at least (30) days before the date of termination, specifying the extent to which performance of the work under the Agreement is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the Contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for material, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- I. Waiver: Failure of the City to take any action with respect to any breach of any term, covenant or condition contained in the Agreement, or any instance of default hereunder by the successful proposer, should not be deemed to be a waiver of any default or breach by the City.

21. EQUAL EMPLOYMENT OPPORTUNITY

- A. During the Performance of this Contract, the Contractor agrees as follows:
1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during

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employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Contractor will comply with all provisions of Title VI of the Civil Rights Act of 1964 and implementing regulations thereof, Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

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Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

9. The City further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the City is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.
 10. The City agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 11. The City further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.
- B. Subcontracts: Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

22. DAVIS BACON ACT AND COPELAND ANTI-KICKBACK ACT

*The Davis-Bacon Act and Copeland-Anti-Kickback Act only apply to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **These Acts do not apply to other FEMA grant and cooperative agreement programs, such as FEMA's Public Assistance Grant Program.***

22.1 DAVIS BACON ACT:

- A. Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- B. Contractor shall pay wages not less than once a week.

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- C. If applicable, the City has placed a copy of the current prevailing wage determination issued by the Department of Labor in the underlying solicitation for this Contract. The decision to award this Contract or any subcontract shall be conditioned upon the acceptance of the provided wage determination. The City shall report all suspected or reported violations to the Federal awarding agency.

22.2 COPELAND ANTI-KICKBACK ACT:

- A. Compliance with the Copeland "Anti-Kickback" Act.
1. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, as may be applicable, which are incorporated by reference into this Contract.
 2. Subcontracts. The Contractor, or subcontractor, shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 3. Breach. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

This requirement applies to all FEMA grant and cooperative agreement programs.

- A. Pursuant to 40 U.S.C. § 3702, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week.
- B. Pursuant to 40 U.S.C. § 3704, if the Contract is for construction work, Contractor shall not require any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. However, these requirements do not apply to the purchases of property or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

24. COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty (40) hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (A) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (A) of this

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section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty (40) hours without payment of the overtime wages required by the clause set forth in paragraph (A) of this section.

- C. Withholding for unpaid wages and liquidated damages. The City may, upon its own action or must upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor. The necessary funds may be withheld from the Contractor under this contract, any other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. The Department of Labor has priority to funds withheld or to be withheld in accordance with this paragraph over claims to those funds by: (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties; (B) A contracting agency for its procurement costs; (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate; (D) A contractor's assignee(s); (E) A contractor's successor(s); or (F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.
- C. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (A) through (D) of this section. In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.
- D. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- (i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
 - (ii) Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
 - (iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
 - (iv) Informing any other person about their rights under CWHSSA or this part.

25. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

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If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a), and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

Pursuant to 37 C.F.R. Part 401, each funding agreement awarded to a small business firm or nonprofit organization (except those subject to 35 U.S.C. 212) shall contain the clause found in § 401.14(a) with such modifications and tailoring as authorized or required elsewhere in this part.

26. PATENT RIGHTS (SMALL BUSINESS FIRMS AND NONPROFIT ORGANIZATIONS)

A. Definitions

1. Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C. 2321et seq.).
2. Subject invention means any invention of the Contractor conceived or first actually reduced to practice in the performance of work under this Contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of Contract performance.
3. Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
4. Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
5. Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
6. Nonprofit Organization means a university or other institution of higher education, or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

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B. Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

When the agency head or duly authorized designee determines at the time of contracting with a small business firm or nonprofit organization that it would be in the national interest to acquire the right to sublicense foreign governments or international organizations pursuant to any existing treaty or international agreement, the following sentence may be added at the end of paragraph B.:

This license will include the right of the government to sublicense foreign governments, their nationals, and international organizations, pursuant to the following treaties or international agreements:

If the funding agreement involves performance over an extended period of time, such as the typical funding agreement for the operation of a government-owned facility, the following language may also be added:

The agency reserves the right to unilaterally amend this funding agreement to identify specific treaties or international agreements entered into or to be entered into by the government after the effective date of this funding agreement and effectuate those license or other rights which are necessary for the government to meet its obligations to foreign governments, their nationals and international organizations under such treaties or international agreements with respect to subject inventions made after the date of the amendment.

C. Invention Disclosure, Election of Title, and Filing of Patent Application by Contractor

1. The Contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological, or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.
2. The Contractor will elect in writing whether to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.
3. The Contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The contractor will file patent applications in additional countries or international patent offices within either

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ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

4. Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the agency, be granted.

D. Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention.

1. If the Contractor fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the agency may only request title within sixty (60) days after learning of the failure of the contractor to disclose or elect within the specified times.
2. In those countries in which the Contractor fails to file patent applications within the times specified in (c) above; provided, however, that if the Contractor has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the Federal agency, the Contractor shall continue to retain title in that country.
3. In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

E. Minimum Rights to Contractor and Protection of the Contractor Right to File

1. The Contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The Contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the Contractor is a party and includes the right to grant sublicenses of the same scope to the extent the Contractor was legally obligated to do so at the time the Contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the successor of that party of the Contractor's business to which the invention pertains.
2. The Contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the Contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the Contractor, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
3. Before revocation or modification of the license, the funding Federal agency will furnish the Contractor a written notice of its intention to revoke or modify the license, and the Contractor will be allowed thirty (30) days (or such other time as may be authorized by the funding Federal agency for good cause shown by the Contractor) after the notice to show cause why the license should not be revoked or modified. The Contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the

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revocation or modification of the license.

F. Contractor Action to Protect the Government's Interest

1. The Contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
2. The Contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the Contractor each subject invention made under contract in order that the Contractor can comply with the disclosure provisions of paragraph C., above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by C.1., above. The Contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
3. The Contractor will notify the Federal agency of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
4. The Contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

If the Contract is for the operation of a government-owned facility, the City may add the following at the end of paragraph F.:

5. The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a description of the procedures to the contracting officer so that the contracting officer may evaluate and determine their effectiveness.

The City may add additional subparagraphs to paragraph F. to require the Contractor to do one or more of the following:

1. Provide a report prior to the close-out of a funding agreement listing all subject inventions or stating that there were none.
2. Provide, upon request, the filing date, patent application number and title; a copy of the patent application; and patent number and issue date for any subject invention in any country in which the contractor has applied for a patent.
3. Provide periodic (but no more frequently than annual) listings of all subject inventions which were disclosed to the agency during the period covered by the report.

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G. Subcontracts

1. The Contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the Contractor in this clause, and the Contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

H. Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph J. of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the Contractor.

I. Preference for United States Industry

Notwithstanding any other provision of this clause, the Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

J. March-in Rights

The Contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

1. Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
2. Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee, or their licensees;
3. Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee, or licensees; or
4. Such action is necessary because the agreement required by paragraph I. of this clause has not been

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obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

K. Special Provisions for Contracts with Nonprofit Organizations

If the Contractor is a nonprofit organization, it agrees that:

1. Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the Contractor;
2. The Contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
3. The balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

If the Contract is with a nonprofit organization and is for the operation of a government-owned, contractor-operated facility, the following will be substituted for paragraph K.3.:

3. After payment of patenting costs, licensing costs, payments to inventors, and other expenses incidental to the administration of subject inventions, the balance of any royalties or income earned and retained by the contractor during any fiscal year on subject inventions under this or any successor contract containing the same requirement, up to any amount equal to five percent of the budget of the facility for that fiscal year, shall be used by the contractor for scientific research, development, and education consistent with the research and development mission and objectives of the facility, including activities that increase the licensing potential of other inventions of the facility. If the balance exceeds five percent, 75 percent of the excess above five percent shall be paid by the contractor to the Treasury of the United States and the remaining 25 percent shall be used by the contractor only for the same purposes as described above. To the extent it provides the most effective technology transfer, the licensing of subject inventions shall be administered by contractor employees on location at the facility.
4. It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the Contractor could take reasonable steps to implement more effectively the requirements of this paragraph K.4.

- L. COMMUNICATION-** For all matters relating to the clause above, Contractor shall communicate with the City's Public Information Officer (PIO) or Communications Manager at 941-429-7077.

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- J. COPYRIGHTS - The Grantee is free to copyright original work developed in the course of or under the agreement. FEMA reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes. Publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support, by grant number, and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

27. CLEAN AIR ACT

- A. 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.
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Florida Department of Health or Florida Department of Business and Professional Responsibility, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

28. FEDERAL WATER POLLUTION CONTROL ACT

- A. 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.
- B. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

29. DEBARMENT AND SUSPENSION

- A. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, because it is a contract for goods or services that includes the below listed items. As such the Contractor shall verify that neither the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are "excluded," as defined at 2 C.F.R. § 180.940, or "disqualified," as defined at 2 C.F.R. § 180.935 because:
1. The Contract is awarded by the City in the amount of at least \$25,000.
 2. The Contract requires the approval of FEMA, regardless of amount.
 3. The Contract is for federally required audit services; or
 4. A subcontract is also a covered transaction if it is awarded by the Contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

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- B. The Contractor shall comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and shall include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- E. The Contractor shall have completed the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and returned it to the City with their Proposal.
- F. A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

30. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the City, who in turn will forward the certification(s) to the federal agency.

31. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - 1. Competitively within a timeframe providing for compliance with the Contract performance schedule; or
 - 2. Meeting Contract performance requirements; or
 - 3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. The Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C § 6962).

32. ACCESS TO RECORDS

A. Access to Records.

1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the FEMA Administrator or its authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
4. Such records will be maintained for five (5) years after the completion of the work done under the Contract and until claims or audit findings have been resolved which were initiated prior to the expiration of the five (5) year period. The City retains a firm, which annually audits records; should records be required within that period, Contractor will be notified in writing.

B. Federal Records Requirements: If applicable, records retention and access to records shall comply with the Federal Highway Administration and the Office of the Inspector General.

33. DHS SEAL, LOGO, AND FLAGS

The Contractor must obtain written permission from the Department of Homeland Security (“DHS”) prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

34. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

The parties to this Contract acknowledge that FEMA financial assistance will be used to fund this Contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

35. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from this Contract.

36. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions taken pursuant to this Contract.

37. FDOT ROADWAY SAFETY REQUIREMENTS

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- A. All High Visibility Safety Apparel shall comply with FDOT – Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012 requirements.
- B. All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for High-Visibility Safety Apparel and labeled as ANSI/ISEA 107-2004 or ANSI/ISEA 107-2010.

38. FHWA FORM 1273- PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (If Applicable)

The FHWA 1273 Electronic Version, revised May 1, 2012, is posted on the Department of Transportation's website at the following URL address:

<https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf>

Contractor shall be responsible for obtaining this information and comply with all requirements posted on this website up through five calendar days before the opening of bids. Comply with provisions contained in FHWA 1273. In addition to the requirements of Section IV, No. 3(a), include gender and race in the weekly annotated payroll records. If the website cannot be accessed, contact the Department of Transportation's Specifications Office Web Coordinator at (850) 414-4101.

39. FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS (Construction Contracts; If Applicable)

- A. The City mandates compliance from the Contractor regarding the following:
 - 1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement, or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower tier subcontractor, or service provider.
 - 2. 23 CFR 635.410, Buy America Requirements
 - 3. 49 CFR Part 26, Disadvantage Business Enterprise Program
 - 4. American with Disabilities Act of 1990 (ADA)
 - 5. Convict Labor Prohibition
- B. All invoices must conform to the billing methodology specified in the contract. Failure to properly invoice will result in non-payment of invoices.
 - 1. Disaster related purchases shall never be comingled with regular invoices.
 - 2. All disaster invoices shall include the location where delivered or where used, if appropriate.
- C. All of Contractor's project invoices will be audited prior to payment to ensure compliance with Federal documentation requirements:

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1. Time cards.
 2. Daily work reports for every employee, by each separate FEMA category of work.
 3. Daily equipment uses, by each separate FEMA category of work.
 4. List of all supplies and materials used, by each separate FEMA category of work.
 5. Includes both prime and sub-contractors.
- D. All work must be properly grouped according to FEMA damage categories as specified and applicable in the contract.
- E. FHWA-ER Program contract requirements are subject to any changes provided by FHWA, FEMA or Federal Government Regulations during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

40. TIME AND MATERIAL CONTRACTS, IF REQUIRED

- A. As may be necessary under this Agreement, whenever Time and Materials contracts for any tasks are required, the following requirements shall apply:
1. Unless otherwise specified in writing, no Time and Materials contract shall exceed seventy (70) hours of work. Any work done beyond seventy (70) hours is at the Contractor's risk.
 2. In accordance with 2 CFR §200.318(j)
 - (a) All Time and Materials contracts must have a not-to-exceed ceiling price, which the Contractor exceeds at their own risk.
 - (b) The not-to-exceed ceiling prices is inclusive of:
 - (i) Actual cost of material, rentals, subcontracted or sublet service
 - (ii) Direct labor hours based on the Contract Rate Schedule, which is inclusive of all general, burden and administrative expenses and profit.
 - (c) All Time and Materials contracts are subject to ongoing monitoring by either City staff and/or an independent third-party monitoring firm.
 - (d) All Time and Materials contracts listing equipment shall include FEMA Equipment Rate Sheet four (4) digit codes as reference.

41. DOMESTIC PREFERENCES FOR PROCUREMENTS (200.322)

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The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

For purposes of this section:

“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

42. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL REQUIREMENTS FOR CONTRACT PROVISIONS FOR FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PUBLIC ASSISTANCE, AS APPLICABLE IN APPENDIX II TO PART 200 CFR AS FOLLOWS:

Section 1: Prohibition on Contracting for Covered Telecommunications Equipment or Services

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the Contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit Contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

Section 2: Domestic Preference for Procurements

The Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Section 3: Equal Employment Opportunity

(a) This section applies if the contract is for a federally assisted construction contract. As defined in 41 C.F.R. § 60-1.3:

(1) A *federally assisted construction contract* means “any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”

(2) *Construction work* means as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.”

(3) *Contract* means “any Government contract or subcontract or any federally assisted construction contract or subcontract.”

(4) Additional definitions pertaining to this section can be found at 41 C.F.R. § 60-1.3.

(b) Unless exempted in 41 C.F.R. Part 60, the following terms apply, and during the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such

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disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or contract as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Section 4: Davis-Bacon Act

(a) This section applies when required by federal program legislation for prime construction contracts over \$2,000. The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program's authorizing statute, it *does not* apply to other FEMA grant and cooperative agreement programs, including the Public Assistance program. Where this section applies:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of

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the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)

(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the

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contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate asset account for the meeting of obligations under the plan or program.

(2) Withholding. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written

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evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead, the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime Contractor to require a subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

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(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees -

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually

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registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Section 5: Copeland Anti-Kickback Act

(a) This section applies only if the Davis-Bacon Act applies (see Section 4).

(b) The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(c) The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(d) A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

Section 6: Contract Work Hours and Safety Standards Act

(a) This section applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(b) Where this section applies:

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) If this contract is only subject to Contract Work Hours and Safety Standards Act and not subject to the other statutes in 29 C.F.R. § 5.1, the following terms apply:

(1) The Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

(2) Records to be maintained under this provision shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Section 7: Clean Air and Water

(a) This section applies if the contract is over \$150,000.

(b) 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. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

(c) 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. The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Florida, FEMA, and the appropriate Environmental Protection Agency Regional Office. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

Section 8: Suspension and Debarment

(a) If this contract is for \$25,000 or more or requires the consent of an official of a federal agency, then this contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the contract.

(b) This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

Section 9: Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the FEMA-required certification found at 44 C.F.R. Part 18, Appendix A (attached hereto). Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

Section 10: Procurement of Recovered Materials

(a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

competitively within a timeframe providing for compliance with the contract performance schedule;

meeting contract performance requirements; or

at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(b) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

Section 11: Access to Records

(a) The Contractor agrees to provide the City, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(b) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(c) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Section 12: DHS Seal, Logo, and Flags

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The Contractor shall include this provision in any subcontracts.

Section 13: Compliance with Federal Law

The Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Section 14: No Obligation of Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

Section 15: False Claims

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

Section 16: Subcontract Socioeconomic Steps

The Contractor must consider the steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

Section 17: Copyright and Data Rights

If the contract requires the Contractor or subcontractor to produce copyrightable subject matter or data, then the Contractor grants to the City, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the City or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the City data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the City.

Section 18: Patent Rights

If this contract is a *funding agreement* as defined in 37 C.F.R. § 401.2(a), then the standard patents rights clause at 37 C.F.R. § 401.14 is hereby incorporated by reference as if fully set forth herein.

END OF FEDERAL COMPLIANCE REQUIREMENTS

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i. FOREWORD

Each year, local officials from hundreds of communities are faced with the task of removing debris caused by natural disasters. In the past 20 years alone, over 700 major disasters have been declared by the President to facilitate Federal assistance to communities struck by hurricanes, tornadoes, floods, earthquakes, wild fires and other natural disasters.

In some cases, debris clearance, removal and disposal actions can be accomplished quickly using community resources augmented by assistance from neighboring communities, State agencies and contractor resources. In many other cases, however, the damage and debris are so extensive that a comprehensive debris clearance, removal and disposal management plan is required to efficiently and effectively control the operations.

The City of North Port developed this document to provide guidance to community leaders in planning, mobilizing, organizing and controlling a large-scale debris clearance, removal and disposal operation. Although this manual has been developed for large-scale debris clearance, removal and disposal operations, portions of all sections can be utilized on smaller operations. The sections are arranged to enable the reader to progress in a logical manner from one planning element to another. It is recommended that the sections be read consecutively because information presented in one section will be helpful in understanding materials presented in subsequent sections. The guide does not address the removal or disposal of material and products from institutional, commercial, recreational, industrial or agricultural sources that contain certain chemicals as defined by the U.S. Environmental Protection Agency to be toxic, flammable, corrosive or reactive.

This Plan will be reviewed on an annual basis to ensure compliance and consistency with local, State and Federal regulations.

ii. ACRONYMS USED IN THIS DOCUMENT

C&D	Construction and Demolition
DMTF	Debris Management Task Force
DOT	Department of Transportation
DPW	Department of Public Works
DRM	Disaster / Operations Recovery Manager
EOC	Emergency Operations Center
EPA	[U.S.] Environmental Protection Agency
ER	Emergency Relief
ESF	Emergency Support Function
FCO	Federal Coordinating Officer
FEMA	Federal Emergency Management Agency
FDEM	Florida Division of Emergency Management
FDEP	Florida Department of Environmental Protection
FDOT	Florida Department of Transportation
FHWA	Federal Highway Administration
GAR	Governor's Authorized Representative
GIS	Geographic Information System
HHW	Household Hazardous Waste
NRF	National Response Framework
PA	Public Assistance
PIO	Public Information Officer
SCO	State Coordinating Officer
SHPO	State Historic Preservation Office
SWM	Department of Solid Waste Management
TDSRS	Temporary Debris Storage and Reduction Site
USACE	U.S. Army Corps of Engineers
USDA	U.S. Department of Agriculture

iii. TERMS USED IN THIS DOCUMENT

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

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

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

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

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

Department of Public Works (DPW) - Department typically responsible for clearing debris from the roads and rights-of-way.

Force Account Labor - State or local government employees engaged in debris removal activities.

Garbage - Waste that is regularly picked up by the Department of Solid Waste Management. Example: food, plastics, wrapping, papers.

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

Household Hazardous Waste (HHW) - Used or leftover contents of consumer products that contain chemicals with one or more of the following characteristics, as defined by the Environmental Protection Agency: (1) Toxic, (2) Flammable, (3) Corrosive and/or (4) Reactive. Examples of household hazardous waste include small quantities of normal household cleaning and maintenance products, latex and oil based paint, cleaning solvents, gasoline, oils, swimming pool chemicals, pesticides, propane gas cylinders.

Hot Spots - Illegal dump sites that may pose health and safety threats.

Mutual Aid Agreement - An understanding between communities and States obligating assistance during a disaster.

National Response Framework - A document developed to facilitate the delivery of all types of Federal response assistance to States following a disaster. It outlines the planning assumptions, policies, concept of operations, organizational structures and specific assignments and agencies in providing Federal response assistance to supplement the State and local response efforts.

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

Rights-of-Way - The portions of land over which a facility, such as highways, railroads, or power lines are built. Includes land on both sides of the highway up to the private property line.

Scale/Weigh Station - A scale used to weigh trucks as they enter and leave a landfill. The difference in weight determines the tonnage dumped and a tipping fee is charged accordingly.

Storage Site - A location where debris is temporarily stored until it is reduced in volume and/or taken to a permanent landfill.

Sweeps - The number of times a contractor passes through a community to collect all disaster-related debris from the rights-of-way. Usually limited to three passes through the community.

Tipping Fee - A fee based on weight or volume of debris dumped that is charged by landfills or other waste management facilities to cover their operating and maintenance costs.

Trash - Non-disaster related yard waste, white metals, or household furnishings placed on the curbside for pickup by local solid waste management personnel. A resident must call for pickup. Not synonymous with garbage.

United States Army Corps of Engineers (USACE) - A component of the U.S. Department of the Army which is responsible for constructing and maintaining all military bases and other government-owned and controlled entities. The USACE may be used by FEMA when direct Federal assistance, issued through a mission assignment, is needed.

White Goods – Discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils.

White Metals - Household appliances, such as refrigerators, freezers, stoves, washers and dryers.

I. LOCAL, STATE AND FEDERAL DISASTER RESPONSE ACTIONS

This section provides an overview of local, State and Federal disaster response actions available following a debris-generating natural disaster. Detailed information on the declaration process and eligibility criteria is contained in the Public Assistance Guide, FEMA publication 322.

A. Natural Disasters

1. Hurricanes - The damaging forces of hurricanes and tropical storms include high-velocity winds (up to 150 miles per hour or higher in gusts), storm surge and wave action. The most severe damage frequently occurs in the shore lands adjacent to the ocean. The resultant debris consists primarily of trees; construction materials from damaged or destroyed structures, personal property and sediment. Although the greatest concentration of debris will be located along the shoreline, flooding and tornadoes spawned by hurricanes can cause damage and leave extensive amounts of natural and manmade debris far inland.
2. Tornadoes - Damage from tornadoes is caused by high-velocity rotating winds. The severity of the damage depends on the velocity of the tornado funnel and the length of time the funnel is on the ground. Tornado debris consists primarily of trees, construction materials from damaged or destroyed structures and personal property. Damage is generally confined to a narrow path, which can be up to ½ mile wide and from 100 yards to several miles long.
3. Floods - Damage to structures from flooding is caused either by inundation or high velocity water flow. Structural damage is usually limited to the floodway and the floodplain area immediately adjacent to the river. Heavy structural damage may result from high velocity waters in mountainous areas or failure of a flood control project, such as a dam or levee. Flood debris consists of sediment, wreckage, personal belongings and sometimes hazardous materials deposited on public and private property. Additionally, heavy rains and floods may produce landslides; in such cases, debris consists primarily of soil, gravel, rock and some construction materials.
4. Earthquakes - Damage to structures is caused by shockwaves and earth movements along fault lines. Secondary damage, such as fires and explosions, may result from the disruption of utility systems. Debris consists of building materials, personal property and sediment caused by landslides.

4. Wildfires - Debris from wildfires consists of burned out structures, cars and/or other metal objects, ash and charred wood waste. Large-scale loss of ground cover may lead to mudslides, resulting in clogged drainage structures and possible damage to homes and bridges.

B. Local Disaster Response Actions

1. The City of North Port is the first to respond to a disaster. Response efforts are first directed to activities that protect lives, public health and safety, such as evacuations, sheltering, firefighting, utility restoration and clearing roads of debris. These response efforts may be accomplished with local force account labor and equipment, contractors, volunteers and assistance from adjacent communities.
2. The City of North Port has a Comprehensive Emergency Management Plan (CEMP) which identifies key staff members and their responsibilities for managing and controlling debris clearing, removal and disposal operations. This staff will be immediately activated whenever a natural disaster occurs. Staff members will document the critical decisions made in response to the disaster and provide the debris manager and local, State and Federal officials with a clear plan of action. The debris clearing, removal and disposal operations may extend for weeks or months and insufficient documentation of the evolving plan could cause confusion and inefficiency.
3. Safety assessments will be conducted to identify necessary lifesaving actions, assess the magnitude of damage and determine if additional resources are needed from other local governments and the State. Safety assessments shall be conducted in accordance with State/local health and safety standards/requirements.
4. This Debris Management Plan will divide the City into sectors to assess the extent of debris. Sector boundaries can be determined based on the following criteria:
 - a. Type of debris (structural, trees, sediment and mixed)
 - b. Location of debris
 - c. Volume of debris (large versus small)
 - d. Land use (residential, business, agricultural)

- e. Location of existing and potential temporary storage and volume reduction sites
 - f. Location of existing and potential permanent disposal sites (public and/or private landfills)
5. The damage assessment team will then investigate the damaged areas by sector to record the extent of damage and to identify specific assistance requirements. Damage assessment teams will also estimate the amount and composition of debris observed in each sector and annotate the locations on community maps.
6. The debris staff will initiate actions to assess the availability of local, State, Federal and other resources to provide immediate and long-term assistance. Experience has shown that resources will not be used effectively unless work assignments and cleanup priorities are coordinated and controlled by the debris manager (Solid Waste Manager). The designated local debris manager will have total responsibility and authority for managing the debris cleanup operation. The following are examples of local, State, Federal and other resources available for cleanup activities:
- a. Local Government - The City of North Port maintains equipment, such as trucks, rubber tire loaders, graders, chippers, chain saws, small cranes, dozers and backhoes with experienced operators who can be used to open roads and remove debris. Temporary hires may be added to provide additional labor and equipment operators for 24-hour-a-day operations, if needed. The principal advantage to using local government force account equipment and operators is their lower cost and flexibility in assignment. This equipment generally represents the only resources the community can immediately commit to an emergency debris clearance and cleanup operation.
 - b. Mutual Aid Agreements - A Mutual Aid Agreement is an agreement among neighboring communities (and possibly States) to provide assistance to one another in time of need. The operators and equipment of neighboring communities can be used to quickly augment local force account resources and have many of the same advantages.
 - c. State Agencies - The National Guard, Florida Department of Transportation (FDOT) and Florida Department of Environmental Protection (FDEP) have equipment and personnel that may provide limited assistance on a short-

term basis. The FDOT is normally responsible for debris clearance and removal on State roads. This assistance may be obtained by contacting the Florida Division of Emergency Management (FDEM) through the Sarasota County Emergency Operations Center (EOC).

- d. Volunteers - Historically, volunteers have played a significant role in large-scale debris removal operations. Volunteer organizations can assist private property owners or provide financial assistance in the removal of debris from private property. Additionally, community organizations, such as civic clubs, student groups and neighborhood organizations have proven to be a tremendous community resource in past disasters. To provide for maximum utilization of these resources, community leaders will be prepared to organize volunteer groups and keep the debris management staff informed of their activities. They will document the number of volunteers, the type of work performed and the hours worked. Sponsoring organizations will ensure that personnel are properly equipped and that common sense safety precautions are followed.
- e. Federal Agencies - The U.S. Army Corps of Engineers (USACE) may be able to respond for up to 10 days without a Presidential Declaration. Additionally, the Federal Highway Administration (FHWA) and the National Resource Conservation Service (NRCS) may provide grant assistance to State and local governments for debris clearing, removal and repair of roads on the designated Federal Aid System and clearing debris from canals.
- f. Contractors - Labor and equipment for debris clearance, removal and disposal will be available from local contractors. Following a major disaster, emergency contracts can be executed to augment local force account resources.
- g. Immediately following a disaster, engineering personnel on the debris management staff will explore alternative courses of action and update the existing Debris Management Plan based on the initial safety assessment, available resources and any new information. The updated plan can be hand-written initially and later converted to a more formal document.

- h. Maps of the affected area will be annotated to identify damaged sectors, locations of key facilities and disposal sites and distributed with the updated Debris Management Plan. Information will also be entered into a Geographic Information System (GIS) database, if available.

C. State Disaster Response Actions

1. When the response efforts appear to be beyond the capability of the City, Sarasota County normally provides the next level of assistance by declaring a State of Emergency. Florida Division of Emergency Management typically evaluates the disaster situation and provides advice to the Governor on the availability of State resources that could assist local efforts. State resources may consist of the FDOT, the Florida Department of Health, the FDEP and the National Guard. These State resources can assist the City in its immediate response efforts, including debris clearance, removal and disposal activities.

D. Federal Disaster Response Actions

1. The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93288, as amended, was enacted into law in 1988. It is the centerpiece of the Federal Disaster Relief Programs that are managed by the Federal Emergency Management Agency (FEMA).
2. When a disaster occurs and a locality has responded to the best of its ability but is or will be overwhelmed by the magnitude of the damage, it turns to the State for help. The Governor, after examining the situation, may direct that the State's Emergency Plan be executed. If it is evident that the situation is or will be beyond the capabilities of local and State resources, the Governor may request that the President declare that an emergency or major disaster exists in the State under the authority of the Stafford Act.
3. While the request is being processed, local and State government officials will not delay in taking actions to respond to whether there will be Federal assistance. Commensurate with the supplemental nature of Stafford Act assistance, the Federal share of eligible recovery expenses for declared disasters is normally limited to 75% of eligible costs.

E. Disaster Declaration Process

1. The request for a declaration must come from the Governor or Acting Governor. Before sending a formal request letter to the President, the Governor will request that FEMA conduct a joint preliminary safety assessment (PDA) with the State to verify actual damages and estimate the amount of supplemental assistance that may be needed. After this assessment is complete and if the Governor believes that Federal assistance is necessary, the Governor sends the request letter to the President, through the Regional Director of the appropriate FEMA Region. The request is reviewed by the Regional Director and forwarded with a recommendation to the Director of FEMA who, in turn, makes a recommendation to the President. The President makes the decision whether or not to declare a major disaster or emergency. After the initial declaration, the person designated by the Governor as the Governor's Authorized Representative (GAR) may make requests for additional areas to be eligible for assistance or for additional types of assistance as deemed necessary.
2. After a declaration is made, FEMA will designate the area eligible for assistance and the types of assistance available. With the declaration, a Federal Coordinating Officer (FCO) is appointed who is responsible for coordinating all Federal disaster assistance programs administered by FEMA, other Federal departments and agencies and voluntary organizations. At the same time, the Regional Director or one of his/her staff will be appointed as the Disaster Recovery Manager (DRM), who is responsible for managing the FEMA assistance programs. The same person most often holds these two titles (FCO and DRM). Similarly, the State Coordinating Officer (SCO) and the GAR are generally the same person.

F. National Response Framework

1. The National Response Framework (NRF) is implemented to coordinate the overall delivery of Federal assistance to disaster victims. The plan is organized functionally by Emergency Support Functions (ESF). Each ESF is composed of a lead or primary agency and supporting agencies grouped together to deliver specific services and resources. Delivery of assistance under the Framework is flexible to best meet the unique needs of each disaster. Under the NRF, emergency assistance is provided either by Federal agencies under their own authorities, or under reimbursable mission assignments from FEMA.

G. FEMA Debris Mission Response Actions

1. In catastrophic disasters, FEMA can provide direct Federal assistance to support local and State governments in performing some of the activities related to debris clearance, removal and disposal. The response capabilities of the local and State governments must be clearly exceeded before this level of assistance can be provided. The work that can be performed under this authority is limited to emergency work and debris removal under Sections 402(4), 403 and 407 of the Stafford Act. The assistance will be subject to the cost-sharing provisions as specified in the FEMA-State Agreement. The grantee will reimburse FEMA for the appropriate non-Federal share of the cost of the work, including any administrative costs of the performing Federal agency. According to Florida Statutes Chapters 119 and 257, the Applicant must retain records up to five years after the close of the contract.
2. Following a Presidential Declaration, FEMA may elect to use its mission assignment authority to have the USACE contract for and manage debris clearance, removal and disposal operations. At the County-level, the debris and removal mission assignment is coordinated by Emergency Support Function #3 (ESF #3), Engineering and Public Works liaison officer. Within the structure of the City EOC, the Debris Management Team Leader, through the Public Works Group Supervisor, will be responsible for all functions of debris management.
3. The Debris Management team will meet regularly with FEMA, FDEM, and Sarasota County officials to collect and coordinate information necessary to accomplish the assigned mission.
4. ESF #10, Hazardous Materials liaison officer from the County, will also be included in all debris planning to coordinate the cleanup, transportation and disposal of hazardous materials.

H. FEMA Debris Eligibility Criteria

1. FEMA Public Assistance (PA) funds may be used for debris clearance, removal and disposal operations. Debris that may be eligible for clearance, removal and disposal includes trees, sand and gravel, building wreckage, vehicles and personal property. The debris must be a direct result of the declared event, must occur within the designated disaster area and must be the responsibility

of the applicant at the time of the disaster. Debris removal may be eligible when it:

- a. Eliminates immediate threats to lives, public health and safety;
 - b. Eliminates immediate threats of significant damage to improved public or private property; and/or
 - c. Ensures economic recovery of the affected areas to the benefit of the community-at-large.
2. Debris Removal from Public Property - In general, debris that is on public property must be removed to allow continued safe operation of governmental functions and, therefore, is eligible under one of the first two criteria. However, not all public property clearance is necessarily eligible. Debris that is blocking streets and highways is a threat to public health and safety because it blocks passage of emergency vehicles or it blocks access to emergency facilities such as hospitals. Debris in a stream or flood channel may cause flooding from a future storm. If such flooding would cause an immediate threat of damage to improved property, removal of the debris only to the extent necessary to protect against an event that could reasonably be expected to occur within five years may be eligible. On the other hand, removal of fallen trees in a forested or wilderness area is not normally eligible.
3. Debris Removal from Private Property - Debris on private property (to include privately-owned roads and gated communities) is treated somewhat differently. Debris removal from private property is the responsibility of the individual property owner or homeowners' association, aided by insurance settlements and assistance from volunteer agencies. Most insurance policies, such as, homeowner, fire and extended coverage policies, have specific coverage for debris removal and demolition of heavily damaged structures. FEMA assistance is generally not available to reimburse private property owners for the cost of removing debris from their property; however, an eligible local or State government may pick up and dispose of disaster-related debris placed at the curb by those private individuals. The extent and duration of this type of work is carefully controlled. FEMA, State and local officials will agree on a time frame during which pick-up from the curb will be eligible for PA funding.

If the debris on private business and residential property is so widespread that public health, safety, or the economic recovery of the community is threatened, the actual removal of debris from the

private property may be eligible. In such situations, the work normally must be done or be contracted for by an eligible applicant, and a Right-of-Entry Agreement must be in-place to permit access onto private property.

4. Debris Removal from Drainage Structures - Debris removal from certain drainage structures may have to meet the following criteria:
 - a. Reservoirs - Removal of disaster-related debris from reservoirs may be eligible if evidence is provided to FEMA that the reservoirs were regularly cleaned prior to the disaster and the pre-disaster level can be established. In addition, removal of debris that poses an immediate threat of clogging or damaging intake or adjacent structures may be eligible.
 - b. Natural Streams - Debris removal from natural streams normally is not eligible for assistance. Only debris that causes a threat to lives or public health and safety or damage to improved property from an event that could be reasonably expected to occur within five years is eligible. Any work in natural streams must also be closely reviewed and monitored to minimize undesirable environmental effects. This type of work will often require a Clean Water Act Section 404 permit from the USACE. The Natural Resources Conservation Service also has the authority to clear streams of debris.
 - c. Engineered Channels and Debris Basins - Debris removal from engineered channels, lined or unlined and debris basins may be eligible. Knowing the pre-disaster level of debris in the channel or basin is required in determining the amount of disaster-related debris. Such facilities must also have had a regular schedule of debris removal to be eligible for clearance.
5. Debris Removal from Roads and Highways - Debris may be removed from roads and highways, including the travel lanes, roadside ditches and drainage structures and the maintained right-of-way.
 - a. Federal Highway Administration's (FHWA) Emergency Relief (ER) Program provides financial assistance to States to repair or reconstruct national highways that are damaged by natural disasters or catastrophic failures from

an external cause. This funding speeds the restoration of major highways following a disaster. Only highways that are normally eligible for under FHWA's Federal Aid Highway Program are eligible for assistance from the FHWA ER program. While ER funds repairs to "Federal Aid" eligible highways, the Federal Emergency Management Agency (FEMA) addresses all other disaster-damaged roads and public infrastructure.

The City of North Port has a number of Federal-Aid roads (See Appendix D) which require special attention for debris clearance. Eligible debris clearance criteria includes: the restoration of essential traffic along Federal-Aid roads (first push), the first pass collection of debris on Federal-Aid roads, minimize the extent of damages to public property, or protect a remaining facility from further damages. Documentation and Reimbursement requirements differ from those used by FEMA. The Detailed Damage Inspection Reports must be used, and to receive full reimbursement for debris removal activities, all work must be completed within 180 days.

Debris clearance and removal from roadways not under the jurisdiction of the FHWA-ER program may be reimbursable under FEMA's Public Assistance program.

- b. Privately-Owned Roads (See Appendix B) - FEMA will not reimburse expenses incurred for debris clearance, removal or disposal from privately-owned roads (to include gated communities), with the following exceptions: (1) The applicant must provide documentation stating that disaster-generated debris on private property in the designated area constitutes an immediate threat to life, public health, and safety, and (2) the applicant has legal responsibility to remove debris from private property through the Right-of-Entry Agreement (Appendix C).
- i. In 2008, the City has adopted an ordinance which, during a declared emergency, authorizes the City to enter onto privately-owned roads and into gated communities, and collect debris to ensure public health and safety (See City of North Port Codes, Article IV, Disaster Debris Management).

6. Debris Removal from Recreational and Wilderness Areas
 - a. The removal of debris from public parks and recreational areas used by the public is eligible when it affects public health or safety or proper utilization of such facilities.
 - b. Hazardous trees within a naturalized area of public parks or golf courses that are unstable and leaning into the areas used by the public are eligible for removal only, not replacement. Normally, trees requiring removal are flush cut at the ground. Hazardous limbs are also eligible for removal. Hazardous limbs are defined as limbs greater than two inches in diameter that are still hanging in the tree and are threatening a public-use area, such as a trail, sidewalk, road, or golf cart path.
 - c. Generally, stump removal is not considered eligible for reimbursement, except if the stump itself is determined to be a hazard, as when the tree has been uprooted. When eligible, stump removal is accomplished by the least expensive means.
 - d. A tree with more than 50% of the tree crown destroyed or damaged, a split trunk, or broken branches that expose the heartwood, or a tree that has been felled or uprooted is eligible for removal, especially if it is in a location approximate to or within public-use areas. If the applicant chooses to attempt to save a tree that has any of the conditions described above that justify its removal, the expense is the applicant's.
 - c. Removal of debris that does not pose a health or safety threat in wilderness or forested areas of these facilities is not eligible for FEMA reimbursement.

I. FEMA Building Demolition Criteria

1. FEMA Public Assistance (PA) funds may be used for demolition and removal of resulting debris under the authority of Section 403, Essential Assistance, of the Stafford Act. This section allows for the demolition of unsafe structures that pose an immediate threat to life, property, or public health and safety.
2. Health and Safety - The primary responsibility for demolition of unsafe structures lies with the owner. Most insurance policies have

a clause that provides payment for demolishing houses damaged beyond repair. The applicant must certify that no insurance exists that would pay for the demolition, the owner is not capable of paying for such work and there is no opportunity to recoup the cost from the owner. If permission for demolition is not provided, the applicant must follow legal condemnation. The applicant must obtain right of entry and hold harmless agreements prior to start of the work. The ownership of the property remains in the hands of the original owner.

- a. All properties must be reviewed in accordance with environmental, historic and other Federal laws being provided for the demolition. The State will provide each applicant with a demolition checklist that must be completed and returned by the applicant prior to any actual demolition of the property.
- b. The checklist will contain a list of items with which the applicant must comply prior with demolition. These items include verification that the applicant has obtained right of entry and hold harmless agreements and investigated insurance coverage and liens. The applicant will also be provided forms pertaining to historic preservation, environmental, hazardous materials and wetland/floodplain requirements. The applicant must sign and return these forms indicating he/she has read them and understands that it is his/her responsibility to ensure full compliance with all local, State and Federal rules and regulations.
- c. The applicant must provide FEMA with a copy of the bid specifications, final property list and bid results prior to demolition. FEMA reviews the bid specifications to ensure that the specifications contain the proper scope of eligible work.
- d. Once all necessary information has been received and reviewed, FEMA will notify the State that they have no objection to the applicant's proceeding with the demolition of the properties identified in the demolition bid. The State provides the applicant with written authorization to proceed with the demolition project.
- e. Eligible work under health and safety demolition is limited to the demolition and removal of structures that may

represent an immediate threat to public health and safety. An inspection team may inspect each facility to make a determination on the structural integrity of the unit and review the reports of the applicant's building inspector. Structures that are in danger of collapse, thus representing an immediate threat to life and safety, are documented and recommended as eligible for demolition.

- f. Other eligible project descriptions under the health and safety category may include cleaning septic systems, backfilling basements, capping wells, clearing debris and any other actions to mitigate an immediate threat to public health and safety.
- g. Items such as slabs on grade, driveways, fences and structurally sound buildings normally are not eligible for demolition under the public health and safety category because they do not represent an immediate threat to public health and safety.
- h. At the completion of the project, the State notifies FEMA that the applicant's demolition has been completed. A joint FEMA/State team inspects the applicant's demolition sites to ensure full compliance with the project description identified in the report form.
- i. Eligible costs may include any cost incurred by the applicant to complete the demolition project. Costs for monitoring and managing demolition and removal activities are eligible costs. Necessary costs of requesting, obtaining and administering the grant assistance, however, are covered by the Sub grantee Administrative Allowance and are not identified separately as eligible costs.

See the Public Assistance Guide, FEMA publication 322, for more information on the Sub-grantee Administrative Allowance.

- 3. Archaeological Sites or Historic Structures - listed on the National Register of Historic Places or potentially eligible must be reviewed by the State Historic Preservation Officer (SHPO) prior to any demolition. Information and forms outlining the necessary step-by-step procedures to obtain SHPO approval will be provided to the applicant by the State. It is the applicant's responsibility to obtain SHPO approval before demolishing any possible historic structures

or performing ground disturbing activities. Costs associated with the applicant's obtaining SHPO clearance may be eligible.

- a. Each structure must be inspected for hazardous materials, such as asbestos or lead-based paint, prior to actual demolition of the structure. Normally, a representative of the applicant, such as a building inspector or fire marshal, will conduct a preliminary inspection of each structure. If hazardous materials are determined to exist in the structure, the applicant will contract with a certified asbestos or lead-based paint inspector. If the inspection report indicates the presence of asbestos material or lead-based paint, a certified abatement contractor must remove the material prior to demolition. Costs associated with asbestos and lead-based paint inspections, asbestos abatement and third party air monitoring may be eligible.
4. Attractive Nuisance - Private structures that are found to be structurally sound but require extensive repair are normally not eligible for demolition. The primary responsibility for securing the structures until repairs are completed lies with the owners. The applicant must certify that the structure is a health and safety threat to the public if the owners have no insurance or are not capable of paying for such work.
 - a. The applicant must obtain rights of entry and hold harmless agreements prior to start of the work.
 - b. Eligible work under this category is limited to securing the perimeter of the structure to prevent entrance into the structure and may include fencing, where necessary. FEMA can provide funding for materials (plywood or fencing) and labor as part of the project description to secure the structures from access. This funding meets the required need to protect life and safety.
5. Health Hazard - The project description on the report may include the cost of cleaning or removing items such as household hazardous waste (HHW), debris, food, chemical hazardous waste, freezers and refrigerators that may contain Freon and other items that may represent a health hazard.
 - a. The applicant must certify that no insurance exists that would pay for such work, the owner is not capable of paying for such work and there is no opportunity to recoup the cost

from the owner. The applicant must obtain rights of entry and hold harmless agreements prior to start of the work.

II. PRE-DISASTER PLANNING

Major natural disasters can generate enormous volumes of debris in short periods of time. Debris clearance, removal and disposal operations must be implemented quickly to expedite recovery operations and to protect public health and safety of the local population. However, the speed of initial debris clearance, removal and disposal operations depends upon the depth of pre-disaster planning by City, County and State emergency managers.

A. Identifying Potential Types and Amounts of Debris

1. Before selecting temporary debris storage and reduction sites, it is necessary to identify the areas that may be subject to widespread devastation (such as parks, tree-lined streets, orchards, groves, nurseries, mobile home parks and residential, commercial and industrial areas) and the types and amounts of resultant debris. The types and amounts of debris can be forecast on a land-use basis (such as rural, urban, industrial, or mixed use) and by examining historic records. For example, if an area has not been affected by a major storm for a long period of time, a dense tree canopy may have developed, which will result in a large amount of vegetative debris following a major storm.
2. In addition, the U.S. Army Corps of Engineers (USACE) Emergency Management staff has developed a modeling methodology designed to forecast potential amounts of hurricane-generated debris using actual data from Hurricanes Frederic, Hugo and Andrew. The estimated quantities produced by the model have a predicted accuracy of $\pm 30\%$. The primary factor used by the model is the number of households in a developed urban/suburban area. The other factors are cubic yards of debris generated per household, vegetative cover, commercial density and precipitation.

B. Identifying Temporary Debris Storage and Reduction Sites

1. All activities associated with massive debris clearance, removal and ultimate disposal operations depend upon the availability of suitable temporary debris storage and reduction sites. Identifying these potential sites before a major natural disaster will expedite debris removal and subsequent volume reduction and disposal actions. The Public Works Director and staff will work closely with other City, County and State officials to develop and maintain

current listings of potential debris storage and reduction sites in areas prone to natural disasters. Pre-disaster site selection teams will include local officials who are familiar with the area. The teams will also consult and coordinate with local residents, conservation agencies and environmental groups, if possible, to help identify potential problems. Considerations for evaluating potential temporary debris storage and reduction sites include the following:

- a. Use public lands first to avoid costly leases. Pre-designated sites will be on public property and consist of between 50-100 acres, depending on anticipated needs. Consider locations with respect to noise, traffic and the environment. Use private land only if public sites are unavailable.
- b. When selecting public or private sites consider pre-existing conditions that will have to be restored upon site closeout. Have attorneys review leases for private land to avoid extensive damage claims upon site closeout.
- c. The required size of the site will depend on the expected volume of debris to be collected and planned volume reduction methods. As a general rule, larger sites mean fewer sites and, hence, easier site closeout. However, larger sites may create logistical problems.
- d. Environmentally sensitive areas (such as wetlands, areas with endangered animal and plant species, critical habitats, well fields and surface water supplies and historic/archaeological sites) will be avoided. However, if use of such areas is unavoidable, procedures for temporary waivers will be developed. Consult and coordinate with local residents, conservation agencies, environmental groups and agencies and the State Historic Preservation Office (SHPO).
- e. Public acceptability is largely dependent upon the activities planned for the site. Smoke from burning, around-the-clock light and noise from equipment operation, dust and traffic are tolerated early in the disaster, but may have to be curtailed later. Whenever possible, avoid locating near residential areas, schools, churches, hospitals and other such sensitive areas. Notify citizens early about planned site activities and possible ramifications.

- f. Look for sites with good ingress/egress to accommodate heavy truck traffic.
- g. Consider adjusting traffic signals to accommodate projected truck traffic on critical haul routes.
- h. Identify nearby landfills and determine their present debris capacity and logistical capabilities. Also include any State-to-State or county-to-county agreements.
- i. Identify recycling possibilities, such as timber agreements, mulch and chip disposal in the agriculture community and fuel sources for incinerators or heating. Recycling success will depend on the types of debris and the local recycling environment.
- j. Review local and State ordinances on such items as tarps and tailgates on trucks, traffic control, truck priority, curfew, defining roadway rights-of-way and load limits. coordinate with responsible agencies to develop waiver procedures to expedite emergency operations.
- k. Clearly show critical routes and priorities for clearing debris on local maps. Target emergency routes for City, County, State or Federal clearance efforts. GIS will be used as an efficient mapping tool, if available.
- l. The following questions will help to identify and prioritize appropriate sites based on local requirements and conditions.
 - i. Potential Site Ownership
 - Are public lands available?
 - Are private land lease terms long enough?
 - Are private land lease terms automatically renewable?
 - Does the private land lease include a landscape restoration agreement?
 - ii. Potential Site Size
 - Is the site large enough to accommodate the planned debris storage and/or reduction methods?

- Will the site configuration allow for an efficient layout?

iii. Potential Site Location

- Does site have good ingress/egress?
- Does site have good transportation arteries?
- Does site have open, flat topography?
- Does site have wetlands? If unavoidable, require the contractor to flag the area and establish buffers and/or sediment barriers.
- Does site have public water supplies, including well fields and surface waters?
- Does site have threatened and endangered animal and plant species?
- Does site have threatened and endangered species' critical habitats?
- Does site have rare ecosystems?
- Does site have historic sites?
- Does site have archaeological sites?
- Does site have sensitive surrounding land use, such as residential, school and church?

2. To ensure the City has a site where debris may be temporarily stored in the immediate aftermath of a storm, one temporary debris storage and reduction site (TDSRS) has been designated, and received pre-approval by the Florida Department of Environmental Protection (FDEP). The following is a list of the City's pre-approved TDSRS. See Appendix G for pre-approval letters:

- a. Greenland Street Golf Course

C. Negotiating Mutual Aid Agreements

1. Mutual aid agreements will be negotiated and in place prior to a disaster. Mutual Aid providers normally consist of local and county Departments of Public Works from around the State under the Statewide Mutual Aid Agreement. These departments usually offer their assistance in the form of equipment and personnel. All requests for mutual aid will be placed through the Sarasota County EOC.
2. The mutual aid agreement will outline the responsibilities of each party, including the types of costs that will be reimbursed. To ensure that mutual aid providers adhere to the agreements, the

Public Works Director will assign coordinators to monitor each provider. The coordinators will be responsible for tracking the type of work performed and type of equipment used by each mutual aid provider.

3. To be eligible for FEMA assistance, reimbursement by the receiving party must not be conditioned on receipt of FEMA assistance.

III. DEBRIS MANAGEMENT STAFF ORGANIZATION AND RESPONSIBILITIES

This section provides guidelines for debris management staff organization and defines the key responsibilities involved in pre- and post-disaster planning and information management.

A. Debris Management Staff Organization

1. The size and composition of City staff organized to deal with debris clearance, removal and disposal issues will depend on the magnitude of the disaster and the size of the community. A pre-disaster debris planning staff may be quite small; however, following a major disaster, additional staff members may be required. The City debris staff will be comprised of full-time personnel supplemented with personnel from other staffs and agencies. It is essential that prospective staff members have as much training as possible and interface with other agencies responsible for debris clearance, removal and disposal activities, such as the Florida Department of Transportation (FDOT), Federal Emergency Management Agency (FEMA) and the U.S. Army Corps of Engineers (USACE), prior to any anticipated disaster.

City staff will be comprised of personnel to perform the following generic functions:

- a. Administration - Housekeeping supplies, equipment, funding and accounting.
- b. Contracting and Procurement - Bidding requirements, advertisements for bids, instructions to bidders and contract development.
- c. Legal - Contract review, rights of entry permits, community liability, indemnification, condemnation of buildings, land acquisition for temporary staging and reduction sites, site closure/restoration and insurance.

- d. Operations - Supervision of government and contract resources and overall project management.
- e. Engineering and Public Works - Detailed safety assessments, identification of project tasks, assignments of tasks, preparation of cost estimates, scopes of work and specifications for debris contracts.
- f. Public Information - Coordination of press releases, maintenance of contacts with local organizations, individuals, the media and drafting of public notices for debris clearance, removal and disposal operations.

B. General Debris Staff Responsibilities

- 1. Primary response personnel will be alerted before the disaster and deployed either before or immediately after the disaster. If possible, they will remain part of the debris management staff throughout the disaster cleanup to maintain continuity during the debris clearance, removal and disposal operations. The staff will develop disposal plans either in advance or concurrently with the removal efforts.
- 2. The Department of Public Works Operations Manager will be responsible for coordinating all removal and disposal activities. The staff will need to coordinate closely with all City, County, State and Federal agencies responsible for disaster response and recovery operations. They may also need to contract removal and disposal services and develop requests for additional assistance from FEMA. They must be prepared to react to evolving needs and available technologies.
 - a. The Operations Manager must be able to assess debris based on:
 - i. Quantities and types.
 - ii. Rural, urban and/or agricultural locations.
 - iii. Number of private homes, mobile homes, public facilities and commercial establishments damaged or destroyed.
 - iv. Miles of roads affected, categorized by type, such as rural, urban and/or expressways.
 - v. Quantity and types of household hazardous wastes.

- b. The Operations Manager and debris staff will be prepared to take the following actions:
 - i. Develop a reliable initial assessment of the disaster's magnitude. This will enable decision-makers to assess human and material requirements for responding to the debris disposal situation.
 - ii. Coordinate with local procurement agencies to establish a contracted work force capable of expeditiously removing the debris.
 - iii. Identify the need to consult with an environmental or historic preservation specialist to assure that legal requirements in these areas are met.
 - iv. Evaluate damaged utility systems, structurally unstable buildings, and other heavily damaged public facilities and determine if they will be expeditiously repaired, deactivated, barricaded or removed. Activities involving these facilities will be structures that constitute a public health and safety threat may be deferred if access to the area can be controlled.
 - v. Develop a Debris Management team using City personnel to monitor the debris removal activities. This will allow the Solid Waste Manager and debris staff to obtain accurate information about the progress of the debris removal operation. The field inspection team becomes the debris manager's "eyes and ears" in the field. The cost for personnel to monitor debris removal activities is reimbursable.
 - vi. Conduct daily update briefings with key debris managers and other officials. Ensure that all debris clearance, removal and disposal actions are reviewed and approved by the local debris manager.
 - vii. Ensure that a debris staff representative attend all briefings to resolve any coordination problems between County, State and Federal debris removal efforts and City debris removal and disposal efforts.
 - viii. Coordinate with City police and FDOT to ensure that traffic control measures expedite debris removal activities.
 - ix. Develop a traffic control plan. Traffic control devices will not be allowed to return to normal operations until all debris operations have been completed. Debris clearance and removal activities must be

- given priority at every major intersection to ensure efficient and timely debris operations.
- x. Establish and maintain direct coordination with other City, County and State officials and their staffs with regard to priorities and areas of responsibility. Finally, the debris staff must be able to inform the public in understandable terms of the magnitude of the disaster and about actions the public must take.

C. Building and Engineering Staff Responsibilities

1. The debris management staff will have access to qualified engineering expertise to assess the full scope of the debris clearance, removal and disposal effort. The City may need to hire a local engineering firm if the Public Works' Engineering Division staff is heavily involved with the repair and replacement of publicly-owned facilities damaged by the disaster.
2. The Building Department and Engineering Division within the Department of Public Works will need the following personnel:
 - a. Inspectors to inventory the type and amount of debris within the disaster area.
 - b. Engineers to plan the work for maximum efficiency and to develop the government debris clearance, removal and disposal cost estimate.
 - c. Contract specialists and draftspersons to prepare contract scopes of work and/or specifications. Engineering personnel perform tasks such as the following:
 - i. Define the project scope, if the This is done by specifically defining the disaster area in which work is to be the debris to be removed and disposed of for that area.
 - ii. Determine if the existing landfills have sufficient capacity for the expected volume of debris from the preliminary safety assessment.
 - iii. Consider using pre-identified temporary storage sites for reducing the volume of debris by incinerating, grinding and/or recycling to reduce the impact on landfill sites.
 - iv. If sufficient landfill capacity is not available, identify alternative landfill sites.

- d. The engineering staff might be required to develop scopes of work and specifications if local contractors are used for debris clearing, removal and disposal operations. The following factors will be considered because they will affect overall contract costs:
 - i. Truck Size - Smaller trucks require more trips for a given volume of debris, which increases the driver's time, fuel cost, maintenance and depreciation cost.
 - ii. Length of Haul - The longer the haul, the greater time required to reach the disposal site, which increases costs for labor and equipment.
 - iii. Traffic Conditions - Hauling over heavily traveled streets and roads also increases labor and equipment costs.
 - iv. Roadway Conditions - Poor roadway conditions, such as potholes, unpaved surfaces and deteriorated pavement, increase maintenance costs as well as operational costs.
 - v. Temporary/Permanent Site Access - Single lane unpaved access roads increase cost because of delays caused by restrictions for allowing loaded and empty trucks to pass. In addition, poor weather conditions may make the access road impassable.
- e. Once the above factors are considered, the limits of the disaster area can be clearly defined. For debris contracting and debris management purposes, the boundaries of the disaster area will be delineated on a map. The map will identify the work area or areas to be included in the contract. If multiple contracts are used, this element of contract preparation is extremely important to ensure that the contractors remain in their assigned work areas. The establishment of the work area is also important to identify key items, such as ingress and egress routes to the debris removal area, location of utilities and distance to temporary staging and reduction sites or permanent landfill sites.
- f. A quantitative estimate is extremely important to clearly identify to contractors the scope of work they are being asked to perform. This estimate will also assist in preparing project cost data.
- g. Quantity estimates, or "takeoffs," will be made in the units that are going to be used in establishing contract line-item

prices. Units will be selected based on the method that will be used to verify pay quantities for work under the contract. For debris removal, units are normally "cubic yards," "tons," or "each." Therefore, if a contractor is to be paid for the volume of material removed from a work site by approximate measurement of that volume, the unit will be cubic yards. If it is more convenient to pay the contractor by weighing the trucks used to haul the material to a disposal site, the units will be by weight (tons). If the contractor is to be paid by the number of items removed from the project site (i.e., trees, damaged vehicles, etc.), the unit will be established as "each." Because it is difficult in most debris operations to estimate the weight of material to be removed, the general rule is to use volume and number measurements. An estimate of length, width and height of the material can approximate the volume of debris in question. The amount of material to be removed and the accuracy desired in the estimate will determine the procedures used for this volume measurement. For a large-scale disaster, marking the area on a scaled map and approximating an average height can derive an approximate quantity estimate. When developing quantity estimates, inspectors will be instructed to note the type and location of the debris.

- h. The next step is to develop unit cost data after the quantity, location and type of the debris within the disaster area has been established. Several sources exist that may assist in determining the proper unit price to be used once the project scope has been defined and contract type selected. Many nationally published cost data reports do not take into account the abnormal conditions encountered by contractors in debris operations. They also do not account for the increase in cost due to a disaster or emergency situation. The following sources will be able to provide current cost data necessary to develop the unit price estimate:
 - i. Area engineering and construction firms.
 - ii. Local public works departments.
 - iii. FDOT and Florida Forest Service. The development of a government estimated unit price includes many variables. Factors that influence the unit price are the type of debris, method of removal, distance to

the disposal site, routes to the disposal site, permitting requirements and work-site limitations.

- i. The safety assessment report will provide the engineering staff with information that addresses all items to be included in the government cost estimate. These items will include the actual work that may be required to accomplish the specific tasks.
- j. The individuals performing the government cost estimate will put themselves in the place of the contractor who is being asked to submit a price for the work. This is very important in a disaster situation, where there might be a considerable variety of factors affecting the contractor's pricing. After the cost estimate is prepared, the scope of the project can be defined and the type of contract selected.
- k. The engineering staff will have an understanding of FEMA debris eligibility criteria and be aware that FEMA will only reimburse "reasonable costs" associated with debris clearance, removal and disposal actions. Moreover, plans must include a means to monitor the contractor's activities and certify the accuracy of the amount of debris handled.

D. Public Information Management

- 1. Public Information Officer (PIO) - A full-time public information specialist will be assigned to work with the debris management staff. This specialist will be responsible for coordination with other public information agencies to keep the public informed on all debris removal activities and schedules. Immediately after a disaster and continually throughout the removal and disposal operation, this person will arrange public notification of all ongoing and planned debris clearance, removal and disposal activities. Notification will include information bulletins, hotline responses, public service announcements for radio and television, handbills, door hangers and newspaper notices in the language(s) prevalent in the affected communities. Provision will be made to compensate for disruption of normal means of mass communication caused by power outages following a major natural disaster.
- 2. Public Participation - Public notices will emphasize actions that the public can perform to expedite the cleanup process, such as the following:

- a. Separating flammable and nonflammable debris.
 - b. Segregating household hazardous waste.
 - c. Placing debris at the curbside.
 - d. Keeping debris piles away from fire hydrants and valves.
 - e. Reporting locations of illegal dump sites or incidents of illegal dumping.
 - f. Segregating recyclable materials.
3. Important Debris Removal Activities - The public will be kept informed of the following debris removal activities and regulations:
 - a. Debris pick-up schedules.
 - b. Disposal methods and ongoing actions to comply with State and Environmental Protection Agency regulations.
 - c. Disposal procedures for self-help and independent contractors.
 - d. Restrictions and penalties for creating illegal dumps.
4. Questions from the Public - The information officer will develop a means of responding to debris removal questions from the press and local residents. Questions that might be asked include the following:
 - a. What is the pick-up system?
 - b. What is the schedule of pick-up in my area?
 - c. Who will pick-up and how can I contact the operator?
 - d. Will I separate the different debris materials and how?
 - e. How do I handle household hazardous waste?
 - f. What if I am elderly or infirm?

IV. METHOD OF OPERATIONS

This section discusses how the City will implement a large-scale debris clearance, removal management by dividing the operation into two phases. Phase I consists of clearing the debris that hinders immediate lifesaving actions and that poses an immediate threat to public health and safety. Phase II consists of removing and disposing the debris that hinders the orderly recovery of the community and poses less immediate threats to health and safety. The entities responsible for implementing the strategy will be identified in advance.

A. Phase I: Emergency Roadway Debris Clearance

1. The City EOC will identify in advance which routes are essential to emergency operations. This will allow them to direct local efforts and to target areas for possible State/Federal assistance.
2. The Public Works Director and staff will be aware of City, County and State agencies' capabilities to provide service for emergency roadway debris clearance. Available resources will include the following:
 - a. Municipal force account workers and equipment.
 - b. Florida Department of Transportation (FDOT) workers and equipment.
 - c. Local contractors hired by the City.
3. The Public Works Department Solid Waste and Operations Divisions will be responsible for debris clearance activities. These divisions have the necessary personnel, equipment and contracting experience.
4. A day before a foreseeable disaster, the Solid Waste portion of the debris management plan will be put into effect. Solid Waste and Operations will disperse vehicles throughout the area to minimize the risk of vehicle damage. Anticipated supplies and equipment necessary to complete the work will be purchased or rented. A strategy will be developed to clear all designated emergency roads using all available local force account labor and equipment, military personnel, mutual aid providers and local contractors.
5. Following a disaster, the top priority is to clear major arterial roads, including roads leading to health care facilities. The Public Works Director will organize participants based on personnel and equipment and assign each of them responsibility for certain roadways. At least one lane will be cleared on each arterial, major and secondary road as soon as possible. Available public property will be identified for use as temporary storage areas, with preference to locations that would be less expensive to restore, such as open fields and parks.
6. Debris may include tree blow-down and broken limbs; yard trash such as outdoor furniture and trash cans; utility poles, power, telephone and cable television lines, transformers and other electrical devices; building debris, such as roofs, sheds, block walls

and chimneys; and personal property, such as clothing, appliances, boats, cars, trucks and trailers.

7. In Phase I, roadway debris is quickly moved to the side of the road to provide access into devastated areas. No attempt is made to remove or dispose of the debris, only to provide clear access routes to allow for:
 - a. Movement of emergency vehicles.
 - b. Law enforcement.
 - c. Resumption of critical services.
 - d. Safety assessment of critical public facilities and utilities.
8. The requirements for City services increase dramatically following a major natural disaster. Therefore, after emergency access will be provided to emergency care centers, and police and fire stations, the next priority is to open access to other critical infrastructure, such as schools, municipal buildings, water treatment plants, and wastewater treatment plants.
9. The difficulty of assessing the amounts and types of debris to be removed from key routes slows the deployment of the right mix of equipment and labor, especially when contracting for additional resources. Moreover, local equipment and labor capabilities could be limited. Therefore, the City will be prepared to execute Time and Material (i.e., equipment rental) contracts during Phase I operations. They allow the flexibility to respond to local hot spots at a reasonable cost. Time and Material contracts for services will be very limited in scope and duration. For example, a local construction company may be awarded a Time and Material contract as a stop-gap measure to clear debris from the right-of-way until the contracted debris removal companies are fully mobilized under unit price contracts.

See Section V for additional information on contracting procedures.

B. Phase II: Debris Removal and Disposal Responsibilities

1. The initial roadside piles of debris created during Phase I will become the dumping locations for additional yard waste and other storm-generated debris. Therefore, a private contractor may be required to perform the final disposal of all disaster-related debris from the rights-of-way or storage and reduction sites. The contract will cover hauling and disposal of debris at an approved landfill. If

local contractors are used, the area will be divided into definable sectors for control purposes and bids solicited based on the sectors and the estimated cubic yards of debris in each. Contractors are then responsible for hauling debris from the public rights-of-way to assigned temporary storage areas or approved landfills.

C. Debris Issues Requiring Close Coordination

1. The Public Works Director and debris staff will be faced with a monumental task of coordinating removal of debris that represents a significant health and safety hazard to the community. Expedient removal of debris from in front of residents' homes becomes a high priority because it is a positive sign that recovery actions are underway and expedites the replacement of key utilities located along public rights-of-way.
2. The following issues will require close coordination when removing debris from public rights-of-way:
 - a. Curbside Separation - Good curbside separation is critical in the early stages of cleanup. However, even when the homeowner takes time to separate flammable, nonflammable and other hazardous debris, many contractors place everything into the truck or push the curbside debris to a cul-de-sac or an intersection and load it there. Therefore, contractor performance will be closely monitored, with emphasis being placed on curbside sorting. This monitoring will pay dividends in the long run because good sorting will make the final disposal much faster and cheaper.
 - b. Monitoring Contractor Activities - To ensure that contract haulers are in compliance with their contract, the City has contracted with a company to perform debris monitoring services. The monitors will be responsible for initial load tickets where trucks are loaded and verifying the estimated amount of debris hauled at the temporary storage area or landfill. Solid Waste officials will provide overall supervision. The contractor must provide a notarized listing of the measured bed size in cubic yards and license plate number of all trucks to be used to move debris upon award of the contract.
 - i. Once a truck is loaded with debris at the work site, the site monitor will fill out a load ticket, which

usually consists of one white original copy and two carbon copies (yellow and pink). The load tickets issued by the monitors are the basis for debris contractor payment.

ii. Each ticket will include the following information:

- Preprinted ticket number.
- Contract number.
- Prime Contractor's name.
- Date.
- Truck number.
- Truck capacity in cubic yards.
- Load size, either cubic yards or tons.
- Truck driver's name.
- Debris classification.
- Burnable
- Non-burnable
- Mixed
- Other
- Zone/Sector.
- Dumpsite location.
- Loading time (from work site).
- Dumping time (at disposal site).
- Loading site monitor.
- Dumping site monitor.

c. The load ticket copies will be processed in the following manner:

- i. White copy - The pickup site monitor will fill in the date, truck number, contractor and departure time and sign the ticket. The pickup site monitor will keep the white copy and give the other two copies to the driver.
- ii. Yellow copy - On arrival at the disposal facility, the driver will give both the yellow and pink tickets to the disposal site monitor. The disposal site monitor will fill out the arrival time, estimate the amount of material on the truck in cubic yards and sign the ticket. The disposal site monitor keeps the yellow ticket.

- iii. Pink copy - This copy will be returned to the driver, who then provides it to the contractor.
 - d. At the end of each day, the white and yellow copies will be submitted to Solid Waste personnel, who will match and compare the tickets. These procedures can be modified to meet local requirements.
 - e. The Federal Emergency Management Agency (FEMA) will reimburse only reasonable costs. Therefore, it is essential that the City be responsible for monitoring debris clearance, removal and disposal activity and be prepared to certify the accuracy of the amounts of debris hauled.
3. Special Monitoring Issues

The issues described below highlight the need for Solid Waste officials to closely monitor large contracted debris clearance, removal and disposal activities. The issues focus on some of the problems associated with major debris disposal contracts and justifies the need to monitor activities at local temporary storage and reduction sites and at final disposal landfill sites. Many of the questionable actions can be attributed to human error or they may be deliberate attempts to defraud the Federal government. In either case, it is essential that Public Works Department contracting officials work closely with FEMA to ensure that contractor's perform the services required and that the services are performed at a reasonable cost.

- a. Site delays - Delays in moving debris and traffic problems on adjacent highways can be caused by the need to establish initial tare weights for each truck going across the landfill site's scale. Tare weights will be established using other scales, if available, before debris hauling begins.
- b. Overweight or unsafe trucks - FDOT enforcement officers will be available to issue fines for overweight vehicles and/or obvious safety hazards.
- c. Tipping fees - Vehicles other than those under contract to the DPW and USACE will be required to pay the normal tipping fee at the landfill. Commercial containerized haulers will not be allowed to dump for free because they normally include the tipping fee as part of their overall costs.

- d. Excessively wet debris - Local site monitors will monitor temporary storage area loading sites to ensure that contractors do not add excessive amounts of water to debris prior to loading. This practice will add unnecessary weight to the load, resulting in overpayment based on weight. Minimal amounts of water may be necessary to keep down dust.
- e. Excessive dirt and sand - Local site monitors will monitor storage area loading sites to ensure that contractors do not add excessive amounts of non-debris related dirt and sand. Excavating dirt and sand from a site will add unnecessary weight to the load, resulting in overpayment based in weight and will add to the cost of site restoration. Some minimal dirt pickup is unavoidable.

D. Recycling

The City of North Port shall recycle debris to the greatest extent possible. Local site monitors will identify opportunities for the City to recover materials from disaster debris for beneficial uses. The salvage value for various recyclable or reusable debris materials depends on the regional recycling markets and the City will consider selling disaster debris for a salvage value to offset the cost of eligible debris removal work by the revenues received from the sale of the debris.

V. CONTRACTING PROCEDURES

This section highlights the procedures necessary to contract additional private debris clearance, removal and disposal resources and services. Contracting for labor and equipment may be necessary if the magnitude of the emergency debris clearance, removal and disposal operation is beyond the capabilities of local force account or contracted resources, State resources, mutual aid agreements and volunteer labor and equipment. The Public Works Director and staff will be familiar with contracting procedures, as they will be required to define specific debris removal tasks and recommend specific contract types based on the magnitude of the debris clearance, removal and disposal operation and the site clearance and restoration requirements.

To ensure the availability of qualified contractors in the immediate aftermath of a disaster, when appropriate resources are scarce, the City has competitively bid, reviewed and awarded debris clearance and removal contracts with three privately-owned companies, and a single contract for debris monitoring. These

contracts will be reviewed, extended/or re-bid on a three-year cycle. During the current contracting cycle, the following contractors have been pre-qualified:

Debris Removal

- CrowderGulf (Primary)
- TAG Grinding Services, Inc. (Secondary)
- AshBritt, Inc. (Tertiary)

Monitoring:

- Rostan Solutions (Primary)
- Thompson Consulting Services (Secondary)

A. Contracting Office Responsibilities

The City's Purchasing Division will have key personnel available to develop, process and administer debris clearance, removal and disposal contracts. The responsibilities entail the following actions:

1. Determine the type and method of contracting needed to satisfy specific debris clearance, removal and disposal requirements of an unusual and compelling urgency.
2. Solicit bids, evaluate offers, award contracts and issue notices to proceed with all contract assignments.
 - a. To ensure objectivity and fairness in selection of a contractor, bidders may be rated by criteria to reflect their qualifications for Disaster Experience, Financial Strength, Operational Plan, and Compensation Schedule.
3. Supervise the full acquisition process for service and supply contracts and the oversight of contract actions to ensure conformance to regulatory requirements.
4. Coordinate with the Public Works Department.
5. The Emergency Operations Center and Public Works Department must take care to avoid the solicitation of assistance from the general public and giving the impression that compensation will be provided for such assistance. Such instances would be considered by FEMA as a request for volunteer resources and treated in that manner. In addition, there are a number of other issues involved with such a solicitation, including licensing, bonding, insurance, the

potential for the communities to incur liability in the event of injury or death, supervision and certification of work done.

B. Contracting Procedures for Immediate Response (Phase I)

Most State procurement regulations allow for abbreviated contract procedures when the Governor declares a State of Emergency. In emergency situations, City Code authorizes the waiver of certain procurement regulations, and grants the City Manager signature authority on contracts to a specified dollar amount.

Although normally not an ideal alternative, the Time and Material (i.e., equipment rental) contract is an acceptable method of contracting during Phase I. Under this type of contract, the contractor is paid on the basis of time spent in accomplishing a particular task. The contract will be set on an hourly basis for the equipment and operator because Phase I debris operations involve primarily equipment usage. Work orders will be issued for a particular piece of equipment and operator for a set number of hours. To ensure competitive bidding, hourly rates will be solicited from several contractors. Additionally, for simplicity, bid requests will specify that the hourly rate includes the operator, fuel, maintenance and repair. This will greatly simplify bookkeeping, auditing and monitoring of the work.

1. A Time and Material contract will clearly state that:
 - a. The price for the equipment applies only when the equipment is operating.
 - b. The hourly rate includes the operator, fuel, maintenance and repair.
 - c. The community reserves the right to terminate the contract at its convenience.
 - d. The community does not guarantee a minimum number of hours.
 - e. The contract has either a dollar ceiling or a not-to-exceed number of hours clause.
2. Time and Material contracts will be limited to a maximum of 70 hours of actual emergency debris clearance work and will be used only after all available City and State government equipment has been committed. Time and Material contracts for debris clearing, hauling and/or disposal will be terminated once the designated not-to-exceed number of hours is reached. On occasion, Time and Material contracts may be extended for a short period when

absolutely necessary, for example, until appropriate Unit Price contracts have been prepared and executed.

3. Supervision of Time and Material contracts is extremely important. Work inspection reports will be prepared each day. These reports will clearly state the amount of work accomplished that day in quantitative terms, such as the number of cubic yards of debris hauled, the type and number of trucks used and the number of hours worked.
4. Load tickets may be used if debris is being hauled based on cubic yards under a Time and Material contract as a way of checking contractor efficiency. Solid Waste inspection personnel will verify certification of work performed and copies of the inspection reports will be furnished to the contractor to expedite the submittal of invoices for payment.

C. Contracting Procedures for Recovery Operations (Phase II)

It will become readily apparent during Phase I whether the magnitude of the debris clearance, removal and disposal operation is within the capabilities of local force account, mutual aid agreements, State and limited contract resources. If it is determined that the situation is beyond the capabilities of existing resources, immediate action must be taken to develop an organization to administer and manage Phase II recovery operations using contractors.

The primary factors influencing Phase II recovery operations are the composition and volume of debris, the size of the area of debris concentration, the location of temporary storage and volume reduction sites, the location of public or private landfill disposal sites, the need for private property debris removal and requirement for site closure and restoration.

D. Unit Price and Lump Sum Contracts

1. Unit Price and Lump Sum contracts are recommended after the immediate response phase.
2. Cost plus percentage-of-cost contracts and contingency contracts are not eligible for FEMA reimbursement and will not be used.
3. A contract proposal will always be structured to encourage prompt performance of the work; however, the proposal will not, by its

requirements, place heavy or unusual risk factors on the contractor. Such risk will be reflected in higher bids.

4. Unit Price Contract - The unit price contract uses construction units and prices for these units to develop line item costs and total contract cost. The unit price contract is used when the scope of work is difficult to define and is based on estimated quantities. It will be noted that the total "bottom line" of the contract could increase or decrease depending upon the accuracy of the final unit quantity. For this reason, it is as important to properly estimate units as it is to estimate unit cost. Change orders to adjust the estimated bid quantity to that quantity actually removed may be issued during or at the end of the contract.
 - a. The advantage of the unit price contract is that the scope of work can be easily increased or decreased, because unit pricing for the work accomplished is established at the time of the bidding process. The contract also provides line items for the contractor to list all charges associated with the work, thereby taking the guesswork out of the contractor's bidding procedure. The units used in the unit price contracts will be as accurately estimated as possible; otherwise, the final amount of the contract could be significantly different from the contract bid received at the bid opening.
 - b. Unit Price Contract Verification - Proper and efficient management of a temporary storage and reduction site or landfill disposal site is essential with unit price contracts because the site becomes the focal point for quantity verification for payment.
 - i. Well-organized and managed inspection stations will be established near the entrance of the site. When the contract unit trucks as they enter the site. If the contract unit of measurement is cubic yards, inspection stands will be built for the inspection of loaded trucks.
 - c. Payment under a unit price contract is normally made on the basis of load tickets. The following procedures will be followed when using load tickets:
 - i. Load tickets will be treated as accounting forms.

- ii. A work site supervisor will examine all contract trucks leaving a designated contract area and record the following information on the load ticket:
 - Preprinted ticket number
 - Contract number
 - Prime Contractor's name
 - Date
 - Truck number
 - Truck capacity in cubic yards
 - Load size, either cubic yards or tons
 - Truck driver's name
 - Debris classification
 - Burnable
 - Non-burnable
 - Mixed
 - Other
 - Zone/Sector
 - Dumpsite location
 - Loading time (from work site)
 - Dumping time (at disposal site)
 - Loading site monitor
 - Dumping site monitor
- d. To expedite filling out the form, all contract trucks will have the contractor's name or initials, the truck number and the measured capacity of the truck, as determined by a government representative, clearly visible on both sides of the vehicle.
- e. The work site monitors will retain one copy of the form, which is returned to the operations office and give two copies to the truck driver after completing the initial information.
- f. The temporary storage and reduction site or disposal site monitor will estimate the volume of debris and note arrival time and volume in cubic yards on the load ticket. The truck driver will keep one copy and the site monitor will keep the other. The site monitor's copy will be returned to the operations office to be matched against the work site inspector's copy for pay verification. The truck driver's copy is the basis of contract billings.

- g. All monitors will read and become familiar with the technical provisions of the contract and will conscientiously estimate each load hauled by the contractor. Improper estimates can lead to large and unnecessary government expenditures. If loads are not properly loaded or compacted, monitors will reduce the rated volume of the truck accordingly. Monitors will always be fair and consistent in dealing with contractor personnel.
 - h. A Public Works Department staff member will be designated as the temporary storage and reduction site and/or disposal site manager. The site manager will serve as the overall supervisor of the site inspection operation and will coordinate dumping efforts with the temporary site/landfill owners or operators. The site manager will also serve as the initial arbitrator for differences in opinion between the government representative and the contractor's representative regarding the estimated loads for payment.
- 5. Lump Sum Contract
 - a. The lump sum contract establishes a total contract price by a one-item bid from the contractor. It is understood in a lump sum contract that the price for the work is fixed, unless the scope of work changes; therefore, the bottom line of the contract is not in question, as it is with the unit price contract.
 - b. The main disadvantage of the lump sum contract occurs if the scope of work is not well defined. In that case, the quantity estimate and the definition of the scope of work become the responsibility of the contractor bidding the project. Experience has shown that the contractor passes this burden back to the government in the form of contingencies, which are incorporated into the bid price. Therefore, the lump sum contract will be used only when the scope of work is clearly defined and the areas of work can be specifically quantified.
 - c. Method
 - i. Area Method Example - Once all debris within a well-defined geographic area has been placed at the curbside a scope of work can be written that

requires the contractor to conduct a one-time pass to remove all debris from the curbside and deposit it at the local landfill for a fixed fee.

- ii. Pass Method Example - Debris will be placed at the curbside as homeowners repair their homes over a 3-week period. The scope of work requires the contractor to conduct a minimum of three passes throughout the community during the 3-week period (one pass per week) and deposit the debris at the local landfill for a fixed fee.

E. Contract Monitoring Responsibilities

1. The Public Works Director will assign a debris staff member to work directly with other City officials in developing and monitoring debris clearance, removal and disposal contracts. The following will be considered when developing and monitoring local debris removal and disposal contracts:
 - a. Existing landfill capacities
 - b. Tipping fees
 - c. Scale house operations
 - d. Private commercial haulers
 - e. Law enforcement
 - f. Ingress/egress to site
 - g. Site logistics
 - h. Truck weight restrictions
 - i. Highway and bridge weight restrictions
 - j. Household hazardous waste
 - k. Hazardous and toxic waste
 - l. Mixed debris
 - m. Construction and demolition debris
 - n. Ash
 - o. Traffic control
 - p. Illegal dumping
 - q. Environmental issues
 - r. Site closure/restoration requirements
2. Contract Administration - This term is generally used to encompass all of the activities that will take place after a contract is awarded and work commences. Contract administration ensures that the contract is performed as agreed.

3. Monitoring Performance - Continuous monitoring of all activities of a contractor promotes satisfactory performance. In evaluating a contractor's performance, primary interest is in the progress toward completion of the services called for and the financial status of the contract. It is important that the contract provide for submission of reports and payment estimates to aid in evaluating the contractor's progress. In lieu of progress reports, frequent visits to the job sites can be a productive method of monitoring performance.
4. Contract Modification - During the administration of the contract, modifications may be necessary to provide contractual coverage for situations that develop after the contract is awarded. All modifications will be in writing to protect the interests of both parties. The contract will contain a clause that permits the Contracting Officer to make changes unilaterally within the scope of the contract, subject to an equitable adjustment of the contract price.
5. Inspection - The City of North Port will maintain an inspection and control system under their own supervision to ensure that the work being performed complies with the terms of the contract. In addition to load ticketing, the inspection and control process will consider the following factors:
 - a. Bond requirements
 - b. Insurance requirements
 - c. Rights-of-way and indemnification
 - d. Mobilization of proper equipment
 - e. Posting of permits
 - f. Contractor personnel safety standards
 - g. General public safety standards
 - h. Completion schedules
 - i. Clearance procedures
 - j. Demobilization procedures
 - k. Site closure/restoration procedures
6. Acceptance and Payment - Final inspection and the method of interim and final payments are part of the general conditions of the contract. The following will be set forth in the original specification or other contract documents:
 - a. Parts of or all of the work will be accepted only after verification through the inspection process that the work

was performed in accordance with the standards stipulated in the contract.

- b. If the contract period is less than one calendar month, normal payment will be made in one total sum. In the event the authorized work tenure exceeds a period of one month, provisions can be made to make progress payments to the contractor at least monthly.
7. Closing Out Contracts - A contract is complete when all of the services or items called for have been delivered or performed and accepted. The contract is not administratively complete, however, until all actions taken in compliance with the contract have been properly documented and final payment has been made.

VI. SPECIAL DEMOLITION AND DEBRIS REMOVAL SITUATIONS

This section provides guidance on private property demolition and removal of debris from mobile home parks and waterways that may present a health and safety hazard.

A. Private Property Demolition and Debris Removal

1. Although flood insurance policies do not provide coverage for debris removal, most homeowner, fire and extended coverage insurance policies have specific coverage for debris removal from private property and for demolition of heavily damaged structures.
2. Demolishing or securing remaining structures that threaten the health and safety of adjacent residents will be the responsibility of the owner or local government; however, experience has shown that unsafe structures will remain because of lack of insurance, absentee landlords, or understaffed and under-equipped local governments. Consequently, ensuring the demolition of these structures may become the responsibility of the local Public Works Director and staff, which requires complete cooperation of numerous local and State government officials and may require resources from any or all of the following:
 - a. Tax office
 - b. Local law and/or code enforcement agencies
 - c. State Historic Preservation Office
 - d. Environmental contractors qualified to remove asbestos and lead-based paint

- e. Field teams to photograph and document the sites before and after demolition. Health and Safety program requirements contained in 29 and 40 CFR will be adhered to with respect to hazardous waste. When removing any suspected hazardous waste workers will only work in well-ventilated areas, wear chemical protective clothing and evacuate the area if a chemical odor is noticed.
- 3. Demolition of private property will present significant coordination problems. The checklist shown below identifies key tasks that local officials will perform before the structure is approved for demolition. To expedite the overall effort, many of the tasks will be conducted concurrently.
- 4. Private Property Documentation Checklist
 - a. Obtain copies of all ordinances that authorize the community to condemn privately-owned structures. The authority to condemn privately-owned structures might be different from the authority for the demolition of publicly owned structures.
 - b. Coordinate use of adjacent lands, easements and rights-of-way necessary for accomplishing the approved work.
 - c. Implement laws that reduce the time it takes to go from condemnation to demolition.
 - d. Obtain copies of all applicable permits required for demolition of subject structure(s).
 - e. Document the age of the structure to determine if eligible or on the National Registration of Historic Places with the SHPO.
 - f. Obtain copies of pertinent temporary well-capping standards.
 - g. Obtain executed right-of-entry and hold harmless agreements that have been signed by the owner and by renter, if rented. Right-of-entry will indicate any known intent by owner to rebuild to ensure foundation and utilities are not damaged. If these agreements are not executed, document reason(s).
- 5. Agreement example
 - a. Use radio, public meetings and newspaper ads to give notice to property owners and their renters to remove personal property in advance of demolition.

- b. Document name of owner on the title, the complete address and legal description of the property and the source of this information.
- 6. Document name of renter, if available
 - a. Ensure property will be vacated by demolition date.
 - b. Provide written notice to property owners that clearly and completely describe the structures designated for demolition. Additionally, provide a list that identifies related structures, trees, shrubs, fences and other items to remain on the respective property.
 - c. Notify mortgagor of record.
 - d. Provide the property owner the opportunity to participate in the decision on whether the property can be repaired.
 - e. Determine the existence and amount of insurance on the property prior to demolition.
 - f. Specify procedures to determine when cleanup of a property is completed.
- 7. Private Property Inspection Checklist
 - a. Coordinate all pertinent site inspections with local, State and Federal inspection team(s). Identify asbestos and lead-based paint materials prior to demolition.
 - b. Notify the owner and/or renter of all site inspections.
 - c. Verify that all personal property has been removed from private structure(s).
 - d. Immediately prior to demolition, verify that the building is unoccupied.
 - e. Ensure that the property is properly posted.
 - f. Obtain a clear, concise and accurate property description and demolition verification.
 - g. Include a Public Health official on the demolition inspection team.
 - h. Evaluate the structural integrity of the building and also demonstrate "imminent and impending peril" to public health and safety caused by the structure.
 - i. Make arrangements to remove and transport all asbestos and lead-based paint materials to a permitted facility prior to building demolition.
 - j. Obtain photographs of the property and verify the address. Provide additional photographs of the property taken immediately prior to and following demolition.

8. Private Property Utilities Checklist
 - a. Locate, mark, turn off and disconnect all water and sewer lines.
 - b. Locate, mark, turn off and disconnect electrical, telephone and cable television services.
 - c. Locate, mark, turn off and disconnect gas service.
9. Private Property Demolition and Debris Removal Checklist - The following actions will require close coordination when removing debris from demolished buildings on private property:
 - a. Ensure that buildings have been properly condemned according to local ordinances.
 - b. Ensure that right-of-entry and hold harmless agreements are properly executed.
 - c. Ensure that local officials remove any legal residents or squatters from the building before demolition and debris removal begins.
 - d. Ensure that buildings identified for demolition are properly inspected to verify that they are unsafe, cannot be repaired and present a hazard to the community.
 - e. Ensure that the inspection team includes a structural engineer and a hazardous materials specialist. Any household hazardous waste, such as paints, oils, cleaning supplies and pesticides that are found will be removed prior to demolition. Houses that contain asbestos or lead-based paint will be demolished and debris removed according to current environmental regulations under a separate contract.
 - f. Local code enforcement officers will accompany the contractor to ensure that they do not tear down the wrong house. The responsibility is on the community to identify the correct structure.
 - g. Demolition work and debris removal will be coordinated with utility companies to ensure that all services are turned off.

B. Mobile Home Park Debris Removal

1. Post-Disaster Requirements - Hurricanes and tornadoes can cause severe damage to mobile homes and create extensive amounts of mixed debris confined to relatively small areas. The following are examples that comprise mixed debris:

- a. Tree blow-down
 - b. Out buildings
 - c. Screened porches
 - d. Mobile home frames
 - e. Personal property, such as clothing, food and furniture
 - f. Appliances, such as stoves, refrigerators, washers and dryers
 - g. Household cleaners and paints
 - h. Propane and oxygen tanks
 - i. Gasoline, oil and lubricants
 - j. Automobiles, trucks and boats
 - k. Bicycles and lawn mowers
 - m. Utility hookups
2. Local mobile home parks will be surveyed and arrangements will be made with park owners for City resources or contractors to clear the parks of debris. The Public Works Director and staff will need to closely coordinate the cleanup activities and enforce condemnation procedures. Legal, health and safety concerns will have an important impact on the debris removal activities.
3. Planning Issues - Prior to a major natural disaster, local officials will do the following:
 - a. Develop generic scopes of work for debris removal.
 - b. Identify sites suitable for temporary storage of mobile home debris.
 - c. Prioritize mobile home parks for debris removal.
 - d. Develop a set of procedures to be followed that will combine debris removal activities and utility repair/replacement at mobile home parks into a single operation.
4. Documentation Checklist - City officials will provide the following documentation:
 - a. Copies of the local ordinance authorizing condemnation of mobile home parks. Condemnation for health issues is associated with prolonged exposure of trailer contents to the natural elements.
 - b. A copy of the local government resolution with appropriate recitals required to support adoption or enactment of ordinances to condemn, demolish and remove mobile home park contents.

- c. Maps showing easements and rights-of-way access to the property.
 - d. Documentation signed by the mobile home park owner and mobile home owner that holds the local, State or Federal government free from liability for damage caused by the requested work and indemnifies the local, State or Federal government against any claims arising from such work.
 - e. Documents allowing right-of-entry to the mobile home parks.
 - f. Notice to individual mobile home owners to remove items of personal property in accordance with local ordinances.
 - g. Documentation providing the names of mobile home parks and of mobile home park owners, complete addresses and legal descriptions of the properties and limits, if any, of debris clearance to occur within the parks. Additional materials will include plats of the mobile home parks and any information about existing utilities.
 - h. Standards for capping all utilities.
 - i. All applicable permits necessary for any demolition work in the mobile home park.
5. Inspection Prior to Debris Removal - City officials will perform the following actions:
- a. Ensure that the mobile home park will be vacated prior to the removal of any debris from the site.
 - b. Describe clearly and completely the extent of debris removal required within the mobile home park. Specify any structures, other than mobile homes, that are to be removed.
 - c. Locate and estimate amount of household hazardous waste within the park and ensure that appropriate procedures are established for separation and removal of such materials prior to debris removal. Household hazardous waste typically found on-site includes cleaning supplies, propane tanks, paint cans, paint thinners, pesticides, refrigerators and freezers. A qualified environmental contractor will be hired to ensure proper removal and disposal of asbestos, lead-based paint and other commercial, agricultural or industrial hazardous waste.
 - d. Conduct initial inspections of the mobile home park with representatives from the local government, public health office, building and zoning office, real estate office and other State and Federal officials.

- e. Ensure that the contract scope of work reflects findings of the field inspection.
 - f. Ensure that the mobile homes are unoccupied.
 - g. Ensure that the property is posted in accordance with local regulations and that mobile home owners have removed their personal property.
 - h. To avoid subsequent disputes, ensure that any agreement made with the mobile home park owner is in writing.
 - i. Obtain photographic documentation of mobile home sites prior to commencement of work.
 - j. Have organic and perishable materials removed from the site.
6. Mobile Home Park Utilities - City officials will accomplish the following actions:
- a. Consider whether using heavy equipment will cause further damage to existing utilities.
 - b. Be responsible for turning off utility services, such as water, telephone, electricity, natural gas and propane gas.
 - c. Flag septic tank locations prior to debris removal. Special care must be given to protect septic tanks during debris removal operations.

C. Debris Removal Contracts

1. Contracts will include provisions for the following:
- a. Provide that all private automobiles are stored in a specific location within the park to be retrieved later by the owners.
 - b. Provide salvage rights to the contractor for materials remaining on-site at the time of debris removal where beneficial to the government.
 - c. Require flagging of existing utilities prior to debris removal.
 - d. Use rubber tire vehicles and backhoe with grapple attachments to protect existing utilities.
 - e. Require the contractor to phase debris removal operations to allow utility repair and or replacement to begin immediately after an area has been cleared. Navigation Hazard Removal
2. Coordination - Damage to publicly-owned marinas caused by a major natural disaster can include abandoned sunken boats and other debris that may impede navigation. The Public Works Director and staff will coordinate with the U.S. Coast Guard, Florida

Fish and Wildlife Commission, legal counsel, contractors specializing in marine salvage operations, commercial divers and certified surveyors to ensure that navigation hazards are removed safely and efficiently.

VII. TEMPORARY DEBRIS STORAGE SITE OPERATIONS AND VOLUME REDUCTION METHODS

The preparation and operation of a temporary debris storage and reduction site are usually left to the contractor. However, the Public Works Director and debris staff will understand how a temporary debris storage and reduction site is set up and operated. This information will be extremely valuable in developing ultimate disposal plans, keeping local government officials and the public informed on debris clearance, removal and disposal operations and ensuring compliance with various regulations. This section provides guidelines on temporary site operations, the handling of household hazardous waste and the volume reduction methods in priority of recycling, , chipping, grinding and incineration.

A. Temporary Debris Storage Site

1. Site Preparation - The topography and soil/substrate conditions will be evaluated to determine best site layout. When planning site preparation, think of ways to make site closure and restoration easier. For example, if the local soils are very thin, the topsoil can be scraped to bedrock and stockpiled in perimeter berms. Upon site closeout, the uncontaminated soil can be re-spread to preserve the integrity of the tillable soils.
2. Site Operations - Lined temporary storage areas will be established for ash, household hazardous waste, fuels and other materials that may contaminate soils and groundwater. Plastic liners will be placed under stationary equipment such as generators and mobile lighting plants. These actions will be included as a requirement in the contract scope of work.
 - a. If the site is also an equipment storage area, fueling and equipment repair will be monitored to prevent and mitigate spills of petroleum products and hydraulic fluids. Include clauses in the contract to require immediate cleanup by the contractor.
 - b. Be aware of and lessen the effects of operations that might irritate occupants of neighboring areas. Establishment of a

- buffer zone can abate concerns over smoke, dust, noise and traffic.
- c. Consider on-site traffic patterns and segregate materials based on planned volume reduction methods.
 - d. Operations that modify the landscape, such as substrate compaction and over excavation of soils when loading debris for final disposal, will adversely affect landscape restoration.
 - e. Debris removal and disposal will be viewed as a multi-staged operation with continuous volume reduction. There will be no significant accumulation of debris at temporary storage sites. Instead, debris volume will be constantly reduced and residue sent to recyclers, incinerators or a landfill in that priority.
3. Baseline Data Collection - Private land and public land used as debris storage and reduction sites will be returned to its original condition following site closeout. Baseline data are essential to document the condition of the land before it is used as a debris storage and reduction site. As soon as a site is selected, the Public Works Director and staff will work closely with County and State officials to develop baseline data. The following actions will be taken to develop baseline data on all selected sites:
- a. Videotape and Photograph the Site - Thoroughly videotape and/or photograph (ground or aerial) each site before any activities begin and periodically update video and photographic documentation to track site evolution.
 - b. Document Physical Features - Notations about existing structures, fences, culverts, irrigation systems and landscaping can help evaluate possible damage claims made later.
 - c. Sample Soil and Water - Random soil samples can be easily collected prior to volume reduction activities. More time-consuming groundwater sampling can be done soon after operations commence. Household hazardous waste, ash and fuel storage areas will be sampled prior to site setup. Advance planning with community and State environmental agencies can establish requirements, chain of custody, acceptable collection methods, certified

laboratories and test parameters. If in-house assets are not available, consider establishing an off-the-shelf contract with an environmental consulting firm that can respond rapidly.

- d. Sketch Site Operation Layout - Periodically map or sketch activity locations so that areas of concern can be pinpointed later for additional sampling.
- e. Document Quality Assurance Issues - Document contractor operations that will have a bearing on site closeout, such as petroleum spills at fueling sites, hydraulic fluid spills at equipment breakdowns, contractor installation of water wells for stock pile cooling or dust control, discovery of household hazardous waste in debris and details on any commercial, agricultural or industrial hazardous and toxic waste storage and disposal.
- f. Plan Environmental Remediation - Final restoration of the landscape must be acceptable to the landowner. Therefore, plan the landscape restoration as early as possible, preferably incorporating a basic plan in the lease. Come to an agreement with the landowner prior to occupancy to establish reasonable expectations of site conditions upon site closeout.
- g. Baseline Data Checklist - The following is a suggested baseline data checklist:
 - i. Before activities begin
 - Take ground or aerial video/photographs.
 - Note important features, such as structures, fences, culverts and landscaping.
 - Check with the State Historic Preservation Officer to determine if any structures identified are listed on or eligible for the National Register of Historic Places.
 - Take random soil samples.
 - Take water samples from existing wells.
 - Check the site for volatile organic compounds.
 - ii. After activities begin

- Establish groundwater monitoring wells.
- Take groundwater samples.
- Take spot soil samples at household hazardous waste, ash and fuel storage areas.

iii. Progressive updates

- Update videos and photographs.
- Update maps and sketches of site layout.
- Update quality assurance reports and fuel spill reports.

B. Household Hazardous Waste

1. Pre-Disaster Planning - The Public Works Director and staff are aware of the effects that household hazardous waste can have on the overall debris clearance, removal and disposal mission. Pre-disaster planning will include having professional hazardous waste response teams assigned ahead of time to provide assistance in identifying and disposing of household hazardous waste.
 - a. Household hazardous waste generated by a natural disaster may consist of common household cleaning supplies, pesticides, motor oil, lubricants, transmission and brake fluid, gasoline, anti-freeze, paints, propane tanks, oxygen cylinders and auto/marine batteries. Household hazardous waste may become mixed with other debris, requiring close attention throughout the debris clearance, removal and disposal process.
 - b. White goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters. Many white goods contain ozone-depleting refrigerants, mercury, or compressor oils. The Clean Air Act prohibits the release of refrigerants into the atmosphere, and requires that certified technicians extract refrigerants from white goods before they are disposed of or recycled. Some States also require certified technicians to extract compressor oils before disposing of or recycling white goods. Applicants should follow all Federal, State, and local requirements concerning ozone-depleting refrigerants, mercury, or oils. Documentation of proper disposal may be required for Public Assistance grant consideration.

- c. The Public Works Director and staff will implement the following pre-disaster planning actions:
 - i. Assign trained hazardous waste response teams to collect, sort, store and dispose of excessive quantities of household hazardous waste.
 - ii. Have emergency hazardous waste contracts in place or prepare generic scopes of work that can be fine-tuned with minimal effort for removal and disposal of accumulated household hazardous waste.
 - iii. Coordinate with County, State and Federal regulatory agencies concerning possible regulatory waivers and other emergency response requirements.
- 2. Removal and Disposal Operations - Household hazardous waste items will be segregated at curbside or brought to a designated drop-off site. Specially trained field technicians can identify dangerous product constituents, segregate incompatible chemicals and properly store or pack the waste for transportation to a facility specially permitted to accept hazardous waste. The following actions are required to ensure that household hazardous waste items are removed and disposed of safely:
 - a. Where possible, separate household hazardous waste from other debris before removal. Arrange for salvageable household hazardous waste materials to be collected and segregated based on their intended use.
 - b. Properly trained environmental contractors or emergency response personnel will remove industrial, commercial or agricultural hazardous and toxic waste.
 - c. Maintain contact with regulatory agencies to ensure cleanup actions meet County, State and Federal regulations.
 - d. Complete household hazardous waste identification and segregation before any demolition work begins.
 - e. Qualified environmental contractors will remove any questionable debris that may be contaminated by household or commercial hazardous waste.
 - f. Regular demolition contractors can remove uncontaminated debris.
- 3. Special Handling at Temporary Storage Sites - A separate storage area for household hazardous waste materials, contaminated soils

and contaminated debris will be established at each site. The household hazardous waste storage site will be lined with an impermeable material and bermed to prevent contamination of the groundwater and surrounding area. Household hazardous waste materials will be removed from the temporary storage area and disposed of by a qualified environmental contractor in accordance with County, State and Federal regulations.

C. Commercial, Agricultural and Industrial Hazardous and Toxic Waste

1. Removal and disposal of large quantities of commercial, agricultural and industrial hazardous and toxic waste, such as asbestos, lead-based paint, pesticides, or fertilizers, may require the use of professional hazardous and toxic waste contractors. A contractor's inspection team will do the following:
 - a. Establish contacts with County, State and Federal regulatory agencies.
 - b. Interview tenants and building owners.
 - c. Assess sites to document potential commercial or agricultural hazardous and toxic waste problems.
 - d. Search buildings to establish potential hazards, such as asbestos, lead-based paint and underground tanks.
 - e. Prioritize problems based on risk to human health and safety.

D. Volume Reduction Methods Listed by Priority

1. Volume Reduction by Recycling - Recycling will be considered early in the debris clearance, removal and disposal operation because it may present an opportunity to reduce the overall cost of the operation. Metals, wood and soils are prime candidates for recycling.
 - a. Hurricanes and earthquakes may present opportunities to contract large-scale recycling operations and achieve an economic return from some of the prime contractors who exercise their initiative to segregate and recycle debris as it arrives at the storage and reduction sites.
 - b. Specialized contractors will be available to bid on disposal of debris by recycling, if it is well sorted. Contracts and monitoring procedures will be developed to ensure that the recycling contractors comply with County, State and Federal environmental regulations.

c. Residue that cannot be recycled, such as cloth, plastic, mattresses, rugs and trash, will be shredded to reduce volume before being sent to a landfill for final disposal.

d. The following materials are suitable for recycling:

i. Metals - Hurricanes and tornadoes can cause extensive damage to mobile homes, sun porches and green houses. Most of the nonferrous and ferrous metals are suitable for recycling. Metal maulers and shredders can be used to shred trailer frames, trailer parts, appliances and other metal items. Ferrous and non-ferrous metals are separated using an electromagnet and then sold to metal recycling firms.

ii. Soil - Cleanup operations using large pieces of equipment pick up large amounts of soil. The soil is transported to the temporary combined with other organic materials that will decompose over time. Large amounts of soil can be recovered if the material is put through some type of screen or shaker system. This procedure can produce significant amounts of soil that can either be sold or recycled back into the agricultural community. It is more expensive to transport and pay tipping fees at local before moving the material. Shakers can be used to remove dirt from mixed debris. The cover material or sold to the agricultural community.

In agricultural areas where chemical fertilizers are used heavily, recovered soil may be too contaminated for use on residential or existing agricultural land. Monitoring and testing the soil may be necessary to ensure that it is not contaminated with chemicals. If the soil is not suitable for any agricultural use and is a risk to the public health, it may be used as cover material at a landfill.

iii. Construction Materials - Construction and demolition waste is material generated in the demolition of disaster damaged structures and facilities. This waste stream includes concrete,

asphalt, gypsum, wood waste, glass, red clay bricks, clay roofing tile and asphalt roofing tile. Much of this material can be recycled, if recycling contractors are readily available.

- iv. Wood - Clean, woody debris can be ground, chipped, shredded, or removed by timber operations or pulpwood cutters.
2. Volume Reduction by Grinding and Chipping - Hurricanes, tornadoes and ice storms may present the opportunity to employ large-scale grinding and chipping operations as part of the overall debris volume reduction strategy. Hurricanes can blow away scarce topsoil in the agricultural areas and cause extensive tree damage and blow-down. This two-fold loss, combined with local climatic conditions, may present an opportunity to reduce clean, woody debris into suitable mulch that can be used to replenish the topsoil and retain soil moisture.
- a. The economic feasibility of grinding and chipping woody debris must be studied carefully. The cost of chipping and grinding is basically equal to that of incineration; however, there are significant differences in volume reduction. Incineration, for example, reduces the volume approximately 95%, leaving only an ash residue for disposal. Chipping and grinding reduces the volume on a 4-to-1 ratio (four cubic yards is reduced to one cubic yard) or by 75%. For chipping and grinding to be feasible, the 25% of volume remaining must have some benefit or use. The ability to use the recycled wood chips as mulch for agricultural purposes or as fuel for industrial heating or in a cogeneration plant helps to tip the economic scale toward chipping and grinding. Because of shallow topsoil conditions in some locations, mulch is a desirable product. In other locations, however, the mulch may become nothing more than a landfill product. The Public Works Director and staff will work closely with local environmental and agricultural groups to determine if there is a market for mulch.
 - b. There are numerous makes and models of grinders and chippers on the market. When contracting, the most important item to specify is the size of the mulch. If the grinding operation is strictly for volume reduction, size is not important; however, mulch to be used for agricultural

purposes must be of a certain size and virtually free of paper, plastic and dirt.

- c. Grinders are ideal for use at debris storage and reduction sites because of their high volume reduction capacity. However, there is a need for a large area to hold the resulting mulch. Ingress and egress to the site is also an important consideration. Finally, properly locating the grinders is critical for noise and safety considerations.
- d. The following specifications will provide a mulch product that is suitable for agricultural purposes:
 - i. The average size of wood chips produced will not exceed four inches in length and ½ inch in diameter.
 - ii. Production output will average 100 to 150 cubic yards per hour when debris is moderately contaminated with plastic and dirt and feeding operations are slow and 200 to 250 cubic yards per hour for relatively clean debris. Note that this is not machine capability; this is contractor output or performance capability.
 - iii. Chips or mulch will be stored in piles no higher than 15 feet and located so as not to hinder hauling operations.
 - iv. Contaminants are all materials other than wood products and will be held to 10% or less for the mulch to be acceptable.
 - v. Plastics will be eliminated completely. To help eliminate contaminants, root rake loaders will be used to feed or crowd materials to the chipper or grinder. Bucket-loaders tend to scoop up earth, causing excessive wear to the grinder or chipper. Hand laborers will remove contaminants prior to feeding the grinders. Shaker screens will be used when processing stumps with root balls or when large amounts of soil are present in the woody debris. The separated soil can also be recycled back to the agricultural community.
- e. Brush chippers are ideal for use in residential areas, orchards, or groves. The damaged and uprooted trees present significant problems if they are pushed to the right-of-way to wait for eventual pick-up and transport to storage and reduction sites. In addition, the use of on-site chippers

allows the material to be used as mulch in the area where it is chipped, thereby saving the cost of transporting it.

3. Volume Reduction by Incineration - There are several incineration methods available for volume reduction. Each method will be considered in developing a volume education strategy. The appropriate State regulatory agencies (e.g., Department of Environmental Protection and Florida Forest Service) will be contacted to acquire all respective permits for burn authorizations when using this option as a reducing technique. This will include permits for the disposal of all products of incineration.
4. Uncontrolled Open-Air Incineration - The least desirable method of volume reduction is uncontrolled open-air incineration because it lacks any type of environmental control. However, in the haste to make progress, local officials and/or independent landowners may employ this method early in a disaster. Uncontrolled open-air incineration will be closely monitored to ensure that only clean, woody debris is incinerated.
5. Controlled Open-Air Incineration - Controlled open-air incineration is a cost-effective method for reducing clean, woody debris in rural areas. Incineration of clean woody debris presents little environmental damage and the local agricultural community can use the resulting ash as a soil additive. Local agricultural extension personnel will be consulted to determine if the resulting ash can be recycled as a soil additive. The controlled open-air incineration option will be terminated if mixed debris enters the waste stream.
6. Air Curtain Pit Incineration - Air curtain pit incineration offers an effective means to expedite the volume reduction process while substantially reducing the environmental concerns caused by open-air incineration. The air curtain incineration method uses a pit constructed by digging below grade or building above grade (if a high water table exists) and a blower unit. The blower unit and pit comprise an engineered system that must be precisely configured to function properly.
 - a. The blower units deliver air at predetermined velocities and capacities. The blower unit must have adequate air velocity to provide a "curtain effect" to hold smoke in and to feed air to the fire below. A nozzle 20 feet long will provide air at a velocity of over 120 miles per hour and will deliver over 20,000 cubic feet of air per minute to the fire. The air traps smoke and small particles and re-circulates them to

enhance combustion, which reaches over 2,500 degrees Fahrenheit. Manufacturers claim that combustion rates of approximately 25 tons per hour are achievable while still meeting emission standards.

- b. Specifications and statements of work will be developed to expedite the proper use of the system. Before awarding a contract, the Public Works Director and staff need to ensure that the contractors are knowledgeable about air curtain pit incinerator design and operating procedures.
 - c. Following are recommendations and warnings to assist the Public Works Director and debris staff in planning for air curtain pit incineration operations:
 - i. Be aware that there are no industrial standards for air curtain pit incinerator operations. The set-up has to be customized using the information provided by the manufacturer and will consider such specifications as minimum blower air velocity, pit construction configuration, pit materials, ash handling, acceptable smoke levels and air monitoring requirements.
 - ii. Pits must be constructed out of a highly compacted material that will hold its shape.
 - iii. The water table elevation governs whether the pit is constructed above or below grade.
 - iv. Controls will be implemented to prevent contamination of the ground water. An acceptable solution is to use compacted limestone fill placed over an impervious clay layer.
 - v. Planners will take the initiative in keeping the public informed. Local officials, environmental groups and local residents will be thoroughly briefed on the incineration means being used, how the systems work, environmental standards, health issues and the risk associated with each type of incineration. A proactive public information strategy will be included in any operation that uses incineration as a primary means of volume reduction.
7. Portable Air Curtain Incinerators - Portable incinerators use the same methods as air curtain pit incinerator systems. The only difference is that portable incinerators off-site constructed earth/limestone pit. Portable air curtain incinerators are the most

efficient incineration systems available because the pre-manufactured pit is engineered to precise dimensions to complement the blower system. The pre-manufactured pit requires little or no maintenance as compared to earth/limestone constructed pits, which are susceptible to erosion. Portable air curtain units are ideal for areas with high water tables and sandy soils and areas where smoke opacity must be kept to a minimum.

8. Environmental Controls - The following are recommended environmental controls for all incineration methods:
 - a. A setback of at least 100 feet will be maintained between the debris piles and the incineration area. Keep at least 1,000 feet between the incineration area and the nearest building. Contractors will use fencing and warning signs to keep the public away from the incineration area.
 - b. The fire will be extinguished approximately two hours before anticipated removal of the ash mound. The ash mound will be removed when it reaches two feet below the lip of the incineration pit.
 - c. The incineration pit will be either constructed above ground or below ground so that it is less than eight feet wide and between nine and 14 feet deep.
 - d. The incineration pits will be constructed with limestone and reinforced with earth anchors or wire mesh to support the weight of the loaders. There will be a one foot impervious layer of clay or limestone on the bottom of the pit to seal the ash from the aquifer.
 - e. The ends of the pits will be sealed with dirt or ash to a height of four feet.
 - f. A 12-inch dirt seal will be placed on the lip of the incineration pit area to seal the blower nozzle. The nozzle will be three to six inches from the end of the pit.
 - g. There will be one foot high nonflammable warning stops along the edge of the pit's length to prevent the loader from damaging the lip of the incineration pit.
 - h. To prevent explosions, hazardous or contaminated flammable material will not be placed in the pit.
 - i. The airflow will hit the wall of the pit approximately two feet below the top edge of the pit opposite the blower and the debris will not break the path of the airflow except during dumping.
 - j. The pit will be no longer than the length of the blower system and will be loaded uniformly along its length.

- k. Check with appropriate State agencies for Florida-specific requirements.
9. Smoke - Smoke generated by any of the above incineration methods is often interpreted by the general public as having an environmental impact. Therefore, it is important to also address smoke as part of the air monitoring guidelines. The visual measure of smoke emitted by a burning source is referred to as its "opacity." For disaster situations, the recommended opacity requirements will be set at 15% for 50 minutes out of an hour, not to exceed 40% for the remaining 10 minutes. This allows for additional debris that may be put into the incinerator during that hour. A 30-minute start-up time with a maximum of 40% opacity will be allowed.

VIII. TEMPORARY DEBRIS STORAGE AND REDUCTION SITE ENVIRONMENTAL CONSIDERATIONS

Debris clearance, removal and disposal activities can have significant environmental ramifications. The temporary storage and reduction sites must be setup, operated and closed out properly to minimize environmental harm. This section provides guidelines for air quality monitoring and site closeout procedures, including ash, soil and groundwater testing.

A. Air Quality Monitoring

1. Following a major natural disaster, emphasis is on rapid debris removal from the public rights-of-way. This results in debris coming into a temporary storage site faster than it can be reduced and ultimately disposed of. As a result, organic matter in debris piles begins to decompose and may create toxic or volatile vapors. Incineration operations may also produce pollutants that impact the air quality of the area. Air quality must be monitored to ensure compliance with County, State and Federal environmental regulations.
2. Air quality monitoring will be instituted at all debris storage and reduction sites to check for volatile organic vapors of a petrochemical origin and airborne pollutants caused by incineration operations.
3. Actions will be taken by the temporary debris storage and reduction site operators to keep pollutants at or below acceptable local, State and Federal environmental standards. Testing procedures will include readings for ozone, carbon monoxide,

nitrogen dioxide, sulfur dioxide, lead and particulate matter smaller than 2.5 microns.

4. Flame- and photo-ionization detectors will be used to detect volatile organic vapors. The flame-ionization detector is used to establish parts-per-million at the debris pile. If readings are above acceptable standards, the photo-ionization detector will be used to verify the initial readings.
5. Incineration site readings will be taken at the edge of the incineration pit and approximately 150 feet away. Scattered locations will be established and checked periodically. Wind direction, temperature and any other pertinent meteorological information will be recorded.
6. Coordinate with the appropriate County, State and Federal environmental agency responsible for implementing the Quality Assurance Sampling Plan.
7. The following situations may negatively affect the air quality at a temporary storage and reduction site:
 - a. The incineration pit is not properly constructed.
 - b. The incineration pit has degraded to the point where key specifications are no longer met.
 - c. A poorly trained operator improperly feeds the pits.
 - d. The material is not properly segregated.
 - e. Prolonged rains may accelerate the decomposition process, thereby causing the emission of volatile organic gases. Site Closeout Procedures
8. Each temporary debris storage and reduction site will eventually be emptied of all material and restored to its previous condition and use. The contractor must assure the Public Works Director and staff that all sites are properly restored. Local, State and Federal government monitors will verify this. Site restoration will go smoothly if baseline data were properly collected and site operation procedures were followed.

B. Site Closeout Procedures

1. The key to timely closeout of the sites is the efficient advance scheduling of activities for multiple sites.
2. The basic closeout steps are:

- a. Remove all debris from the site.
 - b. Conduct an environmental audit or assessment.
 - c. Develop a restoration plan.
 - d. Submit the plan for review and approval by the appropriate State regulatory agency
 - e. Execute the plan
 - f. Get acceptance from the landowner
 - g. Terminate lease payments
3. Potential Problems:
- a. The length and terms of private property leases can create suspense dates that become very costly to meet and difficult to manage.
 - b. Differences between local, State and Federal government environmental regulations may cause problems.
 - c. Failure to collect baseline data can result in fraudulent claims for damage to nonexistent structures or the land itself. Videotape recordings and/or photographs will be taken prior to opening a site to prevent fraudulent claims. Background soil and water samples will also be taken before site activities begin to compare with closeout soil and water samples.
4. Planning Requirements - The following planning requirements will be implemented to closeout a temporary storage and reduction site:
- a. Coordinate with local and State officials responsible for construction, real estate, contracting, project management and legal counseling regarding requirements and support for implementation of a site restoration plan.
 - b. Establish a testing and monitoring program for air, ash, soil and groundwater.
 - c. Ensure that the contractors are required to remove all residual debris from temporary sites to approved landfills prior to closure.
 - d. Reference appropriate and applicable environmental regulations.
 - e. Prioritize site closures.
 - f. Schedule closeout activities.
 - g. Develop cost estimates.
 - h. Develop decision criteria for certifying satisfactory closure based on limited baseline information.

- i. Develop administrative procedures and contractual arrangements for site closeout.
 - j. Designate approving authority to review and evaluate contractor closure activities and progress.
 - k. Retain staff during the closure phase to develop site-specific restoration actions.
5. Temporary Site Closure Checklist - The following is a recommended temporary site closure checklist. Narrative responses may be required along with other closure documents.
- a. Site number and location
 - b. Date closure complete
 - c. State regulatory permits observed
 - d. Household hazardous waste removed
 - e. Contractor equipment and temporary structures removed
 - f. Contractor petroleum spills cleaned
 - g. Ash piles removed
 - h. Comparison of baseline information to conditions after the contractor has vacated the temporary site
 - i. Appendices
 - j. Closure documents
 - k. Contracting status reports
 - l. Contract
 - m. Testing results
 - n. Correspondence
 - no. Narrative responses

C. Ash, Soil and Groundwater Testing

Ash, soil and groundwater need to be tested to determine that no long-term environmental contamination is left on the site. High levels of site activity may require additional testing and contaminated material may need to be disposed of in an approved landfill.

1. Ash Testing - All ash piles will be tested using the Toxicity Characteristic Leaching Procedure. One composite sample from each separate ash pile will be analyzed. A minimum of ten samples taken from different strata within the pile is appropriate to develop the composite sample. If unacceptable contamination is not found, ash may be placed in a Class I landfill. If unacceptable levels of contamination are detected, the material will be further evaluated, if appropriate and placed in a hazardous material landfill, as appropriate.

2. Soil Testing - After the stockpiles are removed from the site, soils will be tested for the presence of volatile hydrocarbon contamination. Samples will be taken immediately below the surface, if it is determined that the contractor spilled hazardous materials, such as oil or diesel fuel, on the site.

The entire incineration site will be inspected for any areas of discoloration, odor, or obvious problems. Such areas will be identified and restored, as necessary.

3. Groundwater Testing - Runoff from the incineration sites and other debris stockpiled within storage areas have the potential to contaminate the aquifer. Although the probability of contamination is low, consideration will be given to placing ground water monitoring wells around the perimeter of the site, if it is adjacent to an important aquifer. Groundwater will be tested to determine the probable effects of rainfall leaching through either the ash areas or the stockpile areas and be compared to generally accepted water quality standards.

APPENDIX A

U.S. ARMY CORPS OF ENGINEERS

HURRICANE DEBRIS ESTIMATING MODEL

Background

- The U.S. Army Corps of Engineers (USACE) emergency management staff has developed a modeling methodology designed to forecast potential amounts of hurricane generated debris, based on actual data from Hurricanes Frederic, Hugo and Andres
- The estimated quantities produced by the model have a predicted accuracy of plus or minus 30%
- The primary factor used by the model is the number of households in a developed urban/suburban area
- Other factors utilized are:
 1. Cubic yards of debris generated per household per storm category
 2. Vegetative cover
 3. Commercial density
 4. Precipitation
- Household debris includes damage to the house, contents and surrounding shrubs/trees
- Vegetative cover includes all trees and shrubbery located along public rights-of-way, parks and residential areas
- Commercial density includes debris generated by damage to businesses and industrial facilities
- Private contractors will remove the majority of commercial related debris; however, disposal/reduction space is still required
- Very wet storms will cause ground saturations, increasing tree fall

Initial Planning Data

- For planning purposes, the worst case scenario should be used for the subject area
- The most accurate process is to determine the defined areas by using Doppler radar (National Weather Service Broadcasts) and geographical information systems (GIS)
- Doppler radar will define the storm's intensity and the exact track of the eye of the storm in relation to the affected area
- Track the storm and plot the eye path and 5-mile wide bands out from the eye to defined areas and estimate wind speeds
- The wind speed of the eye wall normally determines the reported storm category with the outward or 5-mile bands being a lesser category
- Track to storm inland until the wind speeds dissipate below hurricane strength

- Divide outlined areas by storm category
- Enter coordinates into a GIS database to determine areas and demographic information such as: Populations, Schools and Businesses

STEP 1 –ESTIMATED DEBRIS QUANTITIES

The formula used in this model will generate debris quantity as an absolute value based on a known/estimated population or a debris quantity per square mile based upon population density per square mile.

- Determine population (P) in the affected area
- For example, 2007 census data for North Port, FL is 57,000, therefore $P = 57,000$
- The assumption of 3 persons per household (H) is used for this model
- Known/estimated population (P) for a jurisdiction may be used to determine a value for H or $H = P/3$

Example

A Category 4 storm passes through the City of North Port. The area is primarily single family dwellings with some apartment complexes, schools, and shopping centers. Vegetation characteristic is heavy because of the proliferation of residential landscape shrubbery and trees throughout the area. The storm is very wet, with rain before and continuing for a few days after the hurricane.

Formula: $Q = (H)(C)(V)(B)(S)$

Q is the quantity of debris in cubic yards
H is the number of households
C is the storm category factor in cubic yards
V is the vegetation characteristic multiplier
B is the commercial/business/industrial use multiplier
S is the storm precipitation characteristic multiplier

$H = P/3 = 57,000/3 = 19,000$ (3 persons per household)
 $C = 50$ (Factor for a Category 4 storm)
 $V = 1.5$ (Multiplier for heavy vegetation)
 $B = 1.3$ (Multiplier for heavy commercial due to schools/stores/apartments)
 $S = 1.3$ (Multiplier for wet storm event)

Then $Q = 19,000 \times 50 \times 1.3 \times 1.3 = 1,605,500$ cubic yards of debris or 1.6 million CY

C is the storm category factor as shown below. It expresses debris quantity in cubic yards (yd³) per household by hurricane category and includes the house and its contents, plus land foliage

Hurricane Category	Value of "C" Factor
1	2 yd ³
2	8 yd ³
3	26 yd ³
4	50 yd ³
5	80 yd ³

V is the vegetation multiplier as shown below. It acts to increase the quantity of debris by adding vegetation, including shrubbery and trees on public rights-of-way.

Vegetative Cover	Value of "V" Multiplier
Light	½
Medium	1.3
Heavy	1.5

B is the multiplier that takes into account areas that are not solely single-family residential, but includes small retail stores, schools, apartments, shopping centers, and light industrial/manufacturing facilities. Built into this multiplier is the offsetting commercial insurance requirement for owner/operator salvage operations.

Commercial Density	Value of "B" Multiplier
Light	1.0
Medium	1.2
Heavy	1.3

S is the precipitation multiplier that takes into account either a "wet" or "dry" storm event. A "wet" storm for Category 3 or greater storms will generate more vegetative debris due to the uprooting of complete trees.

Precipitation Characteristics	Value of "S" Multiplier
None To Light	1.0
Medium To Heavy	1.2

NOTE: Steps 2 and 3 of this model can also be applied to other debris generating events once an estimated quantity of debris is established.

STEP 2 – DEBRIS STORAGE SITE REQUIREMENTS

- Estimate debris pile stack height of 10 feet
- 60% usage of land area to provide for roads, safety buffers, burn pits and household hazardous waste areas

$$1 \text{ acre (ac)} = 4,840 \text{ square yards (yd}^2\text{)}$$

$$10 \text{ foot stack height} = 3.33 \text{ yards (y)}$$

$$\text{Total volume per acre} = 4,840 \text{ yd}^2/\text{ac} \times 3.33 \text{ y} = 16,117 \text{ yd}^3/\text{ac}$$

- From the example above, the acreage required for debris reduction site is:

$$1,600,000 / 16,117 \text{ yd}^3/\text{ac} = 99 \text{ acres (required for debris storage only)}$$

- To provide for roads and buffers, the acreage must be increased by a factor of 1.66

$$99 \text{ ac} \times 1.66 = 164.34 \text{ acres or, since one square mile (mi}^2\text{)} = 640 \text{ acres}$$

$$164 \text{ ac}/640 \text{ as}/\text{mi}^2 = 0.26 \text{ mi}^2$$

- If you assume a 100 acre storage site can be cycled every 45 to 60 days or one time during the recovery period, then $720/2 = 360 \text{ ac}$, or four 100 acre sites would be required.
- The number of sites varies with size, distance from source, speed of reduction (mixed debris is slower than clean woody debris)
- Removal urgency
- The USACE commonly removes approximately 70% of the total volume generated with local governments, volunteer groups, and private individuals removing the remainder.

If 1.6 million cy were estimated, the USACE would estimate removing approximately 1.12 million yd³ of debris

STEP 3 – CATEGORIES OF DEBRIS

Debris removed will consist of two broad categories: clean wood debris and construction and demolition (C&D) debris

- The clean debris will come early in the removal process as residents and local governments clear yards and rights-of-way
- The debris removal mission can be facilitated if debris is segregated as much as possible at the origin along the right-of-way, according to type
- The public should be informed regarding debris segregation as soon as possible after the storm
- Time periods should be set for removal, the first seven to 10 days clean woody debris only, then followed by other debris, with the metals segregated from non-metals
- Most common hurricane-generated debris will consist of the following:

30 % Clean woody debris

70% Mixed C&D

Of the 70% Mixed C&D:

42% burnable, but required sorting

5% soil

14% metals

38 % landfilled

- Based on the above, 1,600,000 yd³ of debris would break down as follows:

480,000 yd³ clean, woody debris

1,120,000 yd³ mixed, C&D

- Of the 1,120,000 yd³ of mixed C&D:

470,400 yd³ is burnable but requires sorting

56,000 yd³ is soil

156,800 yd³ is metals

425,600 is landfilled

- Burning will produce about 95% volume reduction
- Chipping and grinding reduce the debris volume on a 4 to 1 ratio (4 yd³ is reduced to 1 yd³) or by 75%
- The rate of burning is basically equal to the rate of chipping/grinding, about 200 yd³/hr. However, chipping requires on-site storage and disposal of the chips/mulch.

APPENDIX B**PRIVATELY-OWNED ROADS IN THE CITY OF NORTH PORT**

Acacia Ct.	Greenview Court	Osprey Circle
Alani Court	Greenwood Drive	Palena Blvd.
Amoko Court	Haawi Court	Palm Court
Anapa Court	Haele Court	Palmetto Way
Apopo Court	Haki Court	Park Blvd.
Awana Court	Hauli Court	Park Circle
Bailey Palm Court	Herron Creek Blvd.	Parkview Ct.
Bayhill Court	Hidden Oak Court	Peach Circle
Berkley Ct.	Hikina Drive	Pecan Drive
Berry St.	Hoemi Ct.	Phoenix Palm Ter.
Birkdale Court	Holiday Park Blvd.	Pickwick Road
Blossom St.	Holo Court	Pine Shadow Circle
Bobcat Trail	Honu Court	Pine Shadow Court
Boulton Ct.	Jasmine Way	Pine Shadow Lane
Boxwood Street	Joy Ct.	Pinehurst Court
Canary Palm Way	Keena Court	Plantation Blvd.
Carlton Ct.	Kentia Palm Court	Pleasant Ct.
Center Lane	Keystone Ct.	Randwick Ct.
Charm Court	Kilepa Court	Regency Ct.
Chelsea Ct.	Kilohee Court	Rivera Court
Coconut Palm Circle	Kimball Road	Royal Palm Drive
Concord Drive	Kipa Court	Rufus Road
Cottonwood Lane	Kula Ct.	Rutherford Court
Creek Nine Drive	Lady Palm Court	Sable Trace Drive
Dixie Lane	Lakeview Lane	Sage Lane
Dogwood Court	Laurel Ct.	Savannah Drive
Dover Ct.	Lynx Run	Savoy Ct.
Eager St.	Lynx Trail	Scarlett Avenue
Egret Court	Magnolia Drive	Seville Ct.
Elton Ct.	Mallory Ct.	Silver Palm Way
Fairway Court	Marlowe Ct.	Solitaire Palm Court
Fairway Drive	Meade Ct.	St. James Court
Fairway Place	Medinah Court	Tara Drive
Fantasy Ct.	Moonlight Court	Tuscola Blvd.
Filesmere Ct.	Moonlight Cove	Vista Lane
Fishtail Palm Court	Neighborly Court	Whispering Oaks Court
Fleetwood Court	Night Wind Terrace	Whispering Oaks Drive
Floral Court	Oakmont Court	White Ibis Court
Grand Terrace	Ocean Court	White Ibis Drive

APPENDIX C**RIGHT OF ENTRY AGREEMENT**

I/We _____, the owner(s)
of the property commonly identified as _____,
(street)

_____, _____,
(city/town) (county)

State of _____ do hereby grant and give freely and without coercion, the
right of access and entry to said property in the County/City of _____,
its agencies, contractors, and subcontractors thereof, for the purpose of removing and
clearing any or all storm-generated debris of whatever nature from the above described
property.

It is fully understood that this permit is not an obligation to perform debris clearance.
The undersigned agrees and warrants to hold harmless the City of

_____,
State of _____, its agencies, contractors, and subcontractors, for damage of
any type, whatsoever, either to the above described property or persons situated
thereon and hereby release, discharge, and waive any action, either legal or equitable
that might arise out of any activities on the above described property. The property
owner(s) will mark any storm damaged sewer lines, water lines, and other utility lines
located on the described property.

I/We (have _____, have not _____) (will _____, will not _____) received any compensation
for debris removal from any other source including Small Business Administration (SBA),
National Resource Conservation Service (NRCS), private insurance, individual and family
grant program or any other public assistance program. I will report for this property
any insurance settlements to me or my family for debris removal that has been
performed at government expense. For the considerations and purposes set forth
herein, I set my hand this _____ day of _____, 20__.

Witness

Owner

Owner

Telephone Number

Address

APPENDIX D

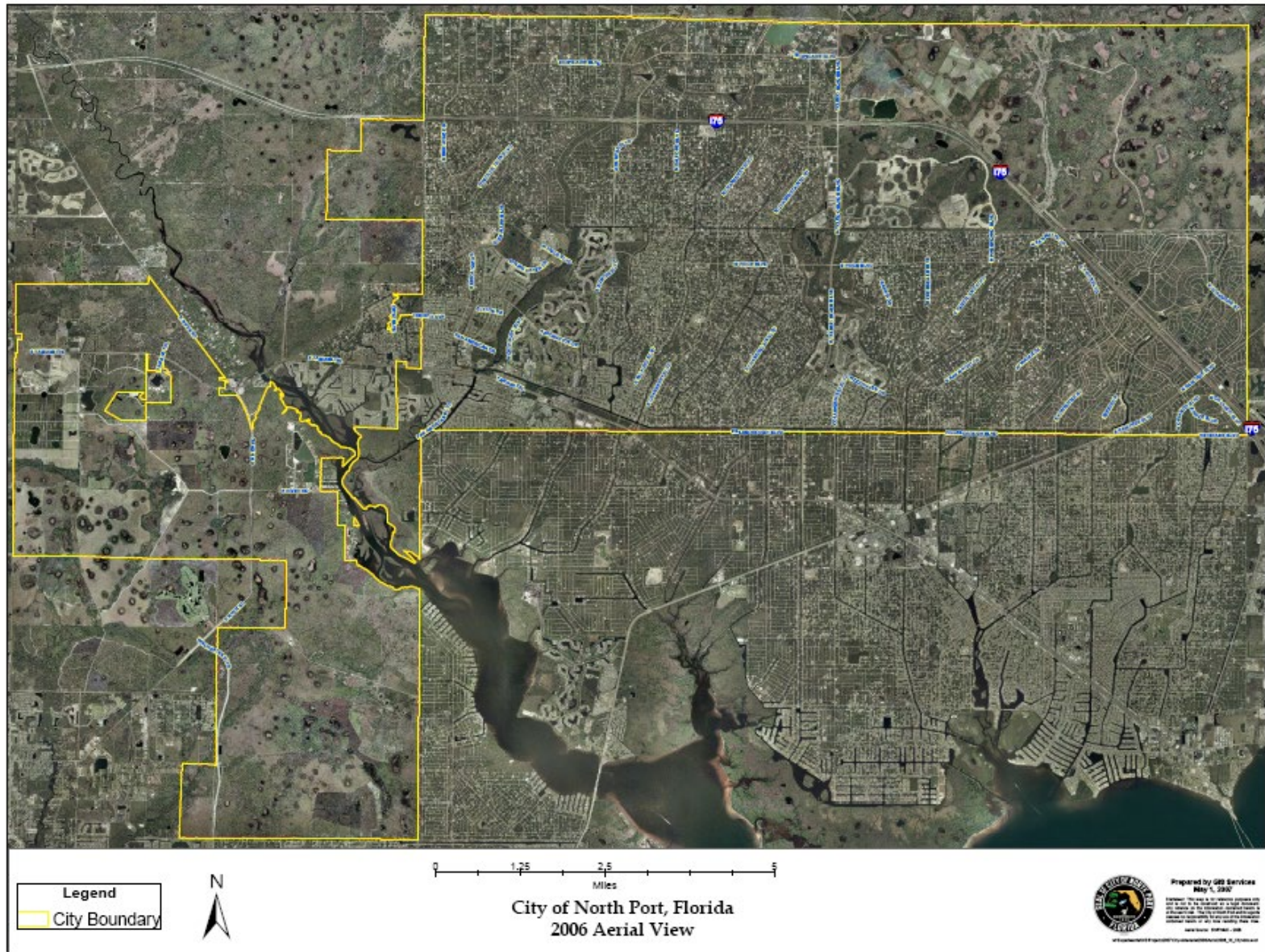
FEDERAL AID ROADWAYS IN THE CITY OF NORTH PORT

Local Name	Mile Point +/- .005	From (Beginning of this segment)	Mile Point +/- .005	To (End of this segment)	Net Length
Appomattox Drive	0.000	Pan American Blvd.	1.560	So. Sumter Blvd.	1.560
Atwater Blvd.	0.000	Hillsborough Blvd-Co/L	2.700	E. Price Blvd.	2.700
Chamberlain Blvd.	0.000	Hillsborough Blvd-Co/L	2.800	W. Price Blvd.	2.800
Cranberry Blvd.	0.000	Hillsborough Blvd-Co/L	2.900	W. Price Blvd.	2.900
Elyton Drive	0.000	Biscayne Drive	0.335	Pan American Blvd.	0.335
N. Biscayne Blvd.	0.000	Trionfo Ave.	1.552		1.552
N. Biscayne Blvd.	1.552		1.803	Ponce De Leon Blvd.	0.251
N. River Road	0.000	SR 45/US 41	5.596	SR 93/I-75	5.596
N. Sumter Blvd.	0.000	W. Price Blvd.	2.132		2.132
N. Sumter Blvd.	2.132		2.377		0.245
N. Sumter Blvd.	2.377		3.120	Tropicaire Blvd.	0.743
North Port Blvd.	0.000	S. Biscayne Blvd.	1.482	Appomattox Drive	1.482
Ortiz Blvd.	2.223	Deleon Dr.	2.436		0.213
Ortiz Blvd.	3.440		4.245	SR 45/US 41	0.805
Ortiz Blvd.	0.000	SR 45/US 41	0.739	Trionfo Ave.	0.739
Pan American Blvd.	0.167	Biscayne Drive	0.555	SR 45/US 41	0.388
Pan American Blvd.	0.000	SR 45/US 41	1.187	Appomattox Drive	1.187
Ponce De Leon Blvd.	0.000	N. Biscayne Blvd.	1.143		1.143
Ponce De Leon Blvd.	1.143		2.302	SR 93/I-75	1.159
Price Blvd.	0.000	Toledo Blade Blvd.	0.294		0.294
Price Blvd.	0.294		6.200	Raintree Blvd.	5.906
Raintree Blvd.	0.000	Charlotte Co. Line	1.600	SR 93/I-75	1.600
Rockley Blvd.	0.000	SR 45/US 41	2.000	Center Street	2.000
S. Biscayne Blvd.	0.000	Chancellor Blvd-Co/L	1.630	SR 45/US 41	1.630
S. Salford Blvd.	0.000	SR 45/US 41	2.541	W. Price Blvd.	2.541
S. Sumter Blvd.	0.000	SR 45/US 41	2.400	W. Price Blvd.	2.400
S. River Road	0.000	SR 45/US 41	1.460		1.460
S. River Road	1.460		3.478		2.018
S. River Road	3.478		6.790	Pine Street	3.312
San Mateo Dr.	0.000	Hillsborough Blvd-Co/L	3.000	E. Price Blvd.	3.000
SR 93/I-75	0.000	Charlotte Co Line	MM 171	City Limit	MM 187
Sumter Blvd.	0.000	Chancellor Blvd.	0.383	SR 45/Us 41	0.383
Tamiami Trail	0.000	Charlotte Co Line	6.141	CR 777/River Rd	6.141
Tamiami Trail	6.141	CR 777/River Rd	9.495		3.354
Tamiami Trail	9.495		14.895	SR 45A (US 41)	5.400
Tamiami Trail	14.895	SR 45a (Us 41)	17.131	CR 772	2.236
Toledo Blade Blvd.	0.000	Hillsborough Blvd-Co/L	4.651	SR 93/I-75	4.651
Tropicaire Blvd.	0.000	Van Camp Street	3.793		3.793
Tropicaire Blvd.	3.793		6.254	Choctaw Blvd	2.461
Tuscola Blvd.	0.000	S. Biscayne Blvd	0.445	SR 45/US 41	0.445
W. Price Blvd.	0.000	N. Biscayne Blvd.	3.300	Salford Blvd.	3.300
W. Price Blvd.	0.000	Salford Blvd.	2.510	Toledo Blade Blvd.	2.510
Winchester Blvd.	0.000	Charlotte Co. Line	3.152	River Road/CR 777	3.152
Yorkshire Blvd.	0.000	Hillsborough Blvd-Co/L	2.384	SR 93/I-75	2.384

**AERIAL VIEW OF THE FDEP PRE-APPROVED
TEMPORARY DEBRIS STORAGE AND REDUCTION SITE**

APPENDIX F

AERIAL VIEW OF THE CITY OF NORTH PORT



APPENDIX G

TEMPORARY DEBRIS STORAGE REDUCTION SITES
FDEP PRE-APPROVAL LETTERFLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

South District Office
2295 Victoria Avenue, Suite 364
Fort Myers, Florida 33901-3881

RICK SCOTT
GOVERNOR

CARLOS LOPEZ-CANTERA
LT. GOVERNOR

RYAN E. MATTHEWS
INTERIM SECRETARY

Sent via email to: mbramble@cityofnorthport.com

Date: 5/18/2017

Monica Bramble
1100 N Chamberlain Blvd
North Port, FL 34286

RE: 2017 - Pre-Authorization for Disaster Debris Management Sites (DDMS)

Dear Monica Bramble:

This is to notify you that on 5/18/2017, we approved your request for pre-authorization of a disaster debris management site (DDMS) located in Sarasota County for 2017. Disaster debris includes hurricane/storm-generated debris and all other types of disaster debris.

The Department has evaluated your request for a DDMS at the following location:

WACS ID: 100033
Greenland Street
Golf Course Site, North Port
Lat 27:3:23.826 / Long 82:6:46.512
Waste Planned for Management: Yard Trash

In the event of a major storm event or other disaster which results in the Department issuing an Emergency Final Order (the Order) for your county, you may begin using this temporary DDMS as necessary, while also requesting issuance of a field authorization from the Department. Once activated, a DDMS is subject to the following conditions, in addition to the requirements of the Order and Florida Statute 403.7071:

1. Standing water must not be allowed to accumulate in or within 50 feet of areas used to store or process disaster debris;

2. The Department must be notified when the site is opened and begins accepting debris, and when the site is closed and stops accepting debris;
3. Access must be controlled to prevent unauthorized dumping and scavenging;
4. A DDMS must have spotters to correctly identify and segregate waste types for appropriate management;
5. Once the site is open, a spotter must be located in the area where waste is being deposited in order to spot and remove prohibited waste items;
6. The DDMS is limited to managing the type(s) of debris listed above; any putrescible waste received at the DDMS must be removed from the site within 48 hours; all other types of prohibited waste should be managed in accordance with the guidance document (see link below);
7. Unless otherwise approved by the Department in response to a written request from you, the DDMS must cease operation and all disaster debris must be removed from the sites on or before the expiration date of an Order that has been executed by the Department, unless it is modified or extended by further authorization.

The Department has also prepared a guidance document on the establishment, operation and closure of a DDMS for disaster debris. This guidance includes recommended practices, which you are expected to follow as much as practicable, as well as additional requirements from the Order. A copy of this guidance document is available on the DEP website http://www.dep.state.fl.us/mainpage/em/files/debris_guidance.pdf

If you have any questions or comments on this pre-authorization letter, please feel free to contact Rick Roudebush by E-mail at rick.roudebush@dep.state.fl.us or by phone at (239) 344-5653. In order to provide better service to you, the Department is using electronic documents as much as possible. Please provide your E-mail address when replying.

Sincerely,



5/18/2017

Ryan Snyder
South District

Date

RS / rr

Cc: rick.roudebush@dep.state.fl.us , samuel.cannon@em.myflorida.com , enrique.hernandez@em.myflorida.com , richard.knowles@em.myflorida.com , timothy.parsons@dos.myflorida.com , rick.roudebush@dep.state.fl.us , chad.fetrow@dep.state.fl.us , jason.aldrige@dos.myflorida.com

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Appendix H

Health and Safety Supplement

Purpose

The purpose of this Health and Safety Supplement is to support the existing City safety plan and/or procedures in regards to debris removal activities. These are recommended baseline safety provisions. Ultimately, health and safety is the responsibility of the contracted parties involved in debris removal activities. This document will outline some of the general steps necessary to provide a safe work environment for debris removal and monitoring employees. In addition, this document will identify some representative work hazards and the appropriate measures to reduce risk of injury.

1.0 Dissemination of Information

The debris removal contractor and monitoring firm project managers will be provided with this document and will be expected to disseminate the information and guidelines to their respective personnel. A copy of the document should be available for consultation. In addition, elements of the document will be reviewed periodically during the project to increase worker awareness.

2.0 Compliance

The debris removal contractor and monitoring firm project managers are responsible for health and safety compliance of their respective personnel and subcontractors. Any crews or individuals that are not compliant shall be suspended from debris removal activities until the situation is remedied. Frequent offenders of safety policies and procedures will be dismissed from the project entirely.

3.0 Job Hazard Assessment

Though debris removal activities are fairly similar among events, assessing the particular hazards of each disaster is an important part of maintaining health and safety for the debris removal workers. At a minimum, the following areas of focus should be considered as part of job hazard assessment:

- **Disaster Debris** – Disasters that result in property damage typically generate large quantities of debris which must be collected and transported for disposal. The type of debris varies depending on the characteristics of the region (e.g. terrain, climate, dwelling and building types, population, etc.) and the debris-generating event (e.g. type, event strength, duration, etc.). In addition, the disaster debris produces a host of uneven surfaces, which must be negotiated.

- **Debris Removal** – Often the removal of disaster debris involves working with splintered, sharp edges of vegetative or construction material debris. Many disasters involve heavy rains or flooding. Consequently, disaster debris is damp and heavier than usual. As weights increase, so does the risk of injury.
- **Removal Equipment** – In most disasters, debris must be removed from the public Right-of-Way (ROW) to provide access for emergency vehicles and subsequent recovery efforts. Debris collection and removal requires the use of heavy equipment and power tools to trim, separate and clear disaster debris.
- **Traffic Safety** – The ROW is located primarily on publicly-maintained roads. As a result, much of the debris removal process takes place in traffic of varying levels of congestion. In addition, disasters often damage road signs, challenging safety on the road.
- **Wildlife Awareness** – Disasters are traumatic events for people as well as wildlife. Displaced animals, reptiles and insects pose a hazard to debris removal workers.
- **Debris Disposal** – After disaster debris is collected it is often transported to a temporary disposal, storage and reduction site (DMS). Upon entry to a DMS, the monitoring firm will assess the volume of disaster debris being transported. The collection vehicle will then dispose of the disaster debris and the debris will be reduced either through a grinding operation or incineration. The DMS is a common area for injury. Response and recovery workers in this environment are more likely to be exposed to falling debris, heavy construction traffic, high noise levels, dust and airborne particles from the reduction process.
- **Climate** – Debris-generating disasters often occur in areas or seasons with extreme weather conditions. The effects of temperature and humidity on physical labor must be monitored, and proper work-rest intervals must be assessed.

4.0 Administrative and Engineering Controls

The use of administrative and engineering controls can greatly reduce the threats to public health and safety in debris removal activities. Some common administrative and engineering controls used in the debris removal process are:

Collection Operations

- Conduct debris removal operations during daylight hours only.
- Limit clean-up operations to one side of the road at a time.
- Limit collection work under overhead lines.

- Inspect piles before using heavy equipment to remove them to ensure that there are no hazardous obstructions.
- Make sure that all collection vehicles have properly functioning lights, horns and back-up alarms.
- Load collection vehicles properly (not overloaded or unbalanced).
- Cover and secure loads, if necessary.
- When monitoring the collection process, stay alert in traffic and use safe driving techniques.

Power Tools

- Inspect all power tools before use.
- Do not use damaged or defective equipment.
- Use power tools for their intended purpose.
- Avoid using power tools in wet areas.

Debris Reducing Machinery (Grinders/Wood Chippers)

- Do not wear loose-fitting clothing.
- Follow the manufacturer's guidelines and safety instructions.
- Guard the feed and discharge ports.
- Do not open access doors while equipment is running.
- Always chock the trailer wheels to restrict rolling.
- Maintain safe distances.
- Never reach into operating equipment.
- Use lock out/tag out protocol when maintaining equipment.

DMS/Disposal Operations

- Use jersey barriers and cones to properly mark traffic patterns.
- Use proper flagging techniques for directing traffic.
- Monitor towers must not exit into traffic and should have hand and guard rails to reduce trips and falls.
- Monitor towers must have properly constructed access stairways with proper treads and risers and proper ascent angle (4:1 height/width ratio).
- Monitor towers must be surrounded by jersey barriers which protect the tower and monitors from being struck by inbound or outbound collection vehicles.
- Monitor towers should be located upwind from dust- and particulate generating activities.
- A water truck should spray the site daily to control airborne dust and debris.

5.0 Personal Protective Equipment

Personal Protective Equipment (PPE) is the last resort to providing a safe working environment for workers. PPE does not eliminate or even reduce hazards as

administrative and engineering controls do. PPE works to reduce the risk of injury by creating a protective barrier between the individuals and work place hazards.

Proper use of PPE includes using PPE for its intended purpose. For example, using the wrong type of respirator might expose the worker to carcinogenic particulates. Properly fitting the equipment to the user may require examination by a medical professional. PPE that does not fit well will not provide maximum protection and will decrease the likelihood of the individual continuing to use the equipment. In addition, improper use may result in serious injury or death. The proper use of the equipment is outlined in detail in the manufacturer's instructions.

The following PPE may be applicable in standard ROW, Right-of-Entry (ROE), and vegetative and construction & demolition debris removal activities:

- **Head Protection** – Equipment designed to provide protection for an individual's head against hazards such as falling objects or the possibility of striking one's head against low hanging objects. PPE used to protect the head must comply with ANSI Z89.1-1986, "American National Standard for Personnel Protection - Protective Headwear for Industrial Workers – Requirements."
- **Foot Protection** – Equipment designed to provide protection for an individual's feet and toes against hazards such as falling or rolling objects, objects that may pierce the sole or upper section of the foot, etc. PPE used to protect the feet and toes must comply with ANSI Z-41-1991, "American National Standard for Personal Protection-Protective Footwear."
- **Hand Protection** – Equipment designed to provide protection for an individual's hands against hazards such as sharp or abrasive surfaces. The proper hand protection necessary is dependent upon the situation and characteristics of the gloves. For instance, specific gloves would be used for protection against electrical hazards while the same gloves may not be appropriate in dealing with sharp or abrasive surfaces.
- **Vision/Face Protection** – Equipment designed to provide protection for an individual's eyes or face against hazards such as flying objects. PPE used to protect eyes and face must comply with ANSI Z87.1-1989, "American National Standard Practice for Occupational and Educational Eye and Face Protection." Again, the proper eye/face protection necessary is dependent upon the situation and characteristics of the equipment. For instance, eye and face protection used by individuals who are welding may not be appropriate for individuals operating a wood chipper.
- **Hearing Protection** – Equipment designed to provide protection for an individual's hearing against prolonged exposure to high noise levels. According to OSHA, the permissible level of sound is an average of 90 decibels over the course of an eight (8) hour work day. Above the sound exposure level, hearing

protection is required. PPE used to protect hearing must comply with ANSI S3.19-1974, "American National Standard Practice for Personal Protection-Hearing Protection."

- **Respiratory Protection** – Equipment designed to provide protection for an individual's respiratory system against breathing air contaminated with hazardous gases, vapors, airborne particles, etc. PPE used to the respiratory system must comply with ANSI Z88.2-1992. In addition, the use of respiratory protection requires a qualitative fit test and in some cases a pulmonary fit test by a licensed medical professional.

6.0 PPE Debris Removal Activity

PPE requirements are made based upon the results of the job hazards assessment. The following list of PPE is organized by debris removal activity and is meant to be a representative list. Specific PPE requirements vary from location to location. In general, individuals involved in the debris removal process should personally monitor water consumption to avoid dehydration and use appropriate skin protection (breathable clothes, light colors, sunscreen, etc.). Ultimately, the selection of PPE is the responsibility of the debris removal contractor and monitoring firm project managers.

Debris Collection Monitoring

The hazards of disaster debris collection monitoring include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe and shank if required); and
- Long pants.

Debris Disposal Monitoring

The hazards of disaster debris disposal monitoring include, but are not limited to: struck by or caught in/between vehicles, falls or trips on stairs or uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and struck by falling disaster debris. Monitor towers must be equipped with a first aid kit. PPE requirements include:

- Reflective vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Long pants; and
- Hard Hat.

Debris Removal

The hazards of disaster debris removal include, but are not limited to: struck by vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps and airborne debris. In addition, PPE requirements include:

- Reflective vest;
- Vision and hearing protection;
- Foot protection (rugged shoes or boots, steel toe and shank if required); and
- Long pants.

Debris Disposal and Reduction

The hazards of disaster debris disposal and reduction include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest;
- Foot protection (rugged shoes or boots, steel toe if required);
- Vision and hearing protection;
- Long pants;
- Gloves; and
- Hard Hat.

Debris Cutting and Trim Work

The hazards of disaster debris cutting and trimming work include, but are not limited to: struck by or caught in/between vehicles, falls or trips on uneven surfaces, cuts, abrasions or punctures from power tools, vegetative or C&D sharps, struck by falling disaster debris and airborne particles. PPE requirements include:

- Reflective Vest;
- Hand and Foot protection (rugged shoes or boots, steel toe if required);
- Vision and hearing protection
- Long pants; and
- Hard Hat

For additional information regarding health and safety requirements, contact OSHA.

Health and Safety Contact Information	
Occupational Safety & Health Administration	800-321-6742
City Contact	(941) 429-7130

Appendix I

FEMA Letter of Plan Approval

U.S. Department of Homeland Security
Region IV
3003 Chamblee-Tucker Road
Atlanta, GA 30341



FEMA

June 30, 2014

Mr. Bryan W. Koon, Director
Florida Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Attention: Steve Hyatt

Reference: Public Assistance Pilot Program
Debris Management Plan Review
City of North Port

Dear Mr. Koon:

This letter responds to the Florida Division of Emergency Management request dated April 22, 2014, for the U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) to accept the City of North Port's Debris Management Plan (Plan) for participation in the Public Assistance (PA) Alternative Procedures Pilot Program for Debris Removal. This pilot program allows a one-time two (2) percent Federal cost share increase for debris removal operations performed within 90 days from the start of the incident period of a major disaster or emergency declaration.

FEMA Region IV has determined that the Plan:

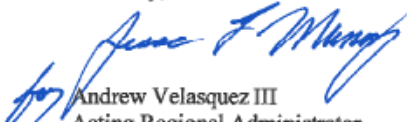
- ☒ **Contains the basic planning elements of a Debris Management Plan along with at least one prequalified debris and wreckage removal contractor (see enclosed Debris Management Plan Checklist). Therefore, FEMA has determined the Plan is acceptable. Accordingly, the City of North Port may receive a one-time two (2) percent Federal cost share increase as part of the PA Alternative Procedures Pilot Program for Debris Removal. Your office should notify FEMA when the City of North Port wishes to apply the incentive to its debris removal work.**
- ☐ Does not contain the basic planning elements as noted in the enclosed Debris Management Plan Checklist. The City of North Port may revise its Plan and resubmit it to FEMA, through your office, for reconsideration.

www.fema.gov

Once the Plan is accepted, it does not mean that FEMA is approving any operational component of the plan nor does it mean that the Federal government will fund work conducted under any aspect of the Plan. Eligibility of costs for debris removal and management in a declared major disaster or emergency will be determined based on established PA Program authorities, regulations, policies and guidance. Subgrantees must comply with Federal procurement requirements (i.e., competitive bidding), as outlined in 44 CFR §13.36 in the procurement of debris removal services.

If you have questions or need additional information, please contact Mr. Jesse F. Munoz, CEM, Director, Recovery Division, at (770) 220-5300.

Sincerely,



for Andrew Velasquez III
Acting Regional Administrator