

**AGREEMENT NO. 2019-48.003**

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the **City of North Port, Florida**, a municipal corporation of the State of Florida, hereinafter referred to as the "City" and **Bergeron Emergency Services, Inc.**, a Florida Corporation, whose principal place of business is located at 19612 SW 69<sup>th</sup> Place, Fort Lauderdale, Florida 33332, hereinafter referred to as the "Contractor."

**WITNESSETH**

The parties to this Agreement, in consideration of their mutual agreements, the complete Solicitation Package, and Contractor's Submittal Package, and all documents that may be executed as a result of this executed 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 relating to 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.
- 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 a primary and secondary contractor to provide the services described in Request for Proposal No. 2019-48 (the "RFP") and that 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 disaster. If the primary contractor is determined to be unable to perform by the City in its sole discretion, the City will proceed to authorize the secondary contractor to provide services.
- D. The following 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) Appendix "E" – Stump Conversion Table

8) Appendix "F" – Hazardous Stump Worksheet

- E. The City of North Port's Debris Management Plan, dated Summer 2016, is incorporated by reference as if set forth fully herein.
- F. All work performed pursuant to this Agreement must be done in accordance with its terms and must be completed in a timely and professional manner. The Work/Commodities 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 Emergency Operation Events 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 stated in Section 1 of 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. CONTRACT UTILIZATION PROCEDURES. 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:**

- a. The City must contact the Primary Contractor to determine availability and capability of providing services prior to an event. If the Primary Contractor is capable to provide the services, as may be required, 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 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 awarded the services and placed on standby at no cost to the City.
- b. Upon the City's determination of need for activation of a 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, and establish the requirement for the Contractor's submission of Performance and Payment bonds in accordance with Section 13 of this Agreement.
- c. Contractor must sign and return the Pre-Event Agreement within eight (8) consecutive hours of its receipt.
- d. Contractor must deliver Performance and Payment Bonds within seventy-two (72) consecutive hours of both parties signing the Pre-Event Agreement.
- e. The City will issue the Contractor a Notice to Proceed upon execution of the Pre-Event Agreement.

**3) POST-EVENT ACTIVATION:**

The City will issue a Notice to Proceed to the Contractor identifying the services to be provided. The mobilization time for services and equipment must be 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, give it all the attention necessary for such proper supervision and direction 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 his/her employees on the project, for those subcontractors and their employees, and for those of all other persons doing work under a contract 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 this Agreement.
- C. Completion of Work - Upon completion of work and before acceptance of final payment, the Contractor shall complete Release of Lien forms in accordance with this Agreement, if applicable. The Contractor is to remove all equipment and temporary structures from all right-of-ways 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 expense.
- D. **Incorporation of Request for Proposal No. 2019-48 Documents:** The 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. 2019-48) approved by the City Commission and any attachments;
  - 2) Second, RFP No. 2019-48, including any and all attachments and addenda;
  - 3) Third, the Contractor's response to RFP No. 2019-48; and
  - 4) Fourth, specific direction from the City Manager

**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 herein contained, and with RFP No. 2019-48, including the plans and specifications, addendums, and with the proposal submitted by the Contractor and on file with the City. The foregoing RFP (not including the Sample Agreement), specifications, and proposal submitted by the Contractor, are hereby specifically made a part of this Agreement and are incorporated as if set forth fully herein.

- 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 Proposal documents, of good quality, free of defects, and in conformity with this Agreement and Proposal documents. 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 service.

- 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@cityofnorthport.com.**

- 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 May 31, 2022. 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. Agreement 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 to purchase commodities/services from another source without penalty or prejudice to the City.
- E. SEPARATE PURCHASE ORDER: Contractor will receive a separate purchase order 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 Work Assignment/Notice to Proceed. The separate purchase order may be issued in parallel to or after the Work Assignment/Notice to Proceed is provided.

**6. AUTHORIZATION TO MOBILIZE SERVICES:**

- A. The City will issue a written notice for Contractor to be placed on standby. The notice will include all services and commodities authorized by the City to be included in the standby event.
- B. The City will issue a Work Assignment/Notice to Proceed to the Contractor identifying the services to be provided. The mobilization time for services and equipment must be in accordance with this Agreement.

**7. LIQUIDATED DAMAGES:**

- A. If the Contractor neglects, fails, or refuses to start the Work within the 72-hours specified in the RFP, or mobilize in accordance with 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 or 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 within the times specified in the RFP, a Work Assignment, or Notice to Proceed plus any 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 Work Assignment(s).
- C. Applicable Liquidated Damages are the amounts established in the following schedule:

<u>Work Assignment 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

**8. PAYMENT:**

- 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 so impacts the Contractor that continued performance of this Agreement would result in a substantial loss.
- 4) The City reserves the right to renegotiate this Agreement if the prices exceed the current marketplace.
- 5) **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.
- 6) **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.

**9. EMERGENCY DEBRIS ROAD CLEARANCE "PUSH":**

- A. The initial 70-hour period related to debris clearing is referred to as the "Push." During the Push the City will assign work order(s) to the Contractor.
- B. Reimbursement for a 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."

**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. **Sales/Use Tax.** Unless otherwise specified herein, unit prices do not include sales or use tax.
- E. Except for the first progress payment, the Contractor must furnish a notarized Partial Release of Lien from all Lienors for which a "Notice to Owner" has been filed with the City. The Partial Release of Lien must include the time 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.
- F. **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 City must receive a notarized final Release of Lien Form from all Lienors that filed a Notice to Owner with the City;
  - 3) The Contractor must provide a Consent of Surety Company to Final Payment Form to the City; and
  - 4) The Contractor must provide a completed Contractor's Affidavit 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 a view 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 Solicitation document and this Agreement.

**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 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: \$9,999.99 or less.
  - 2) Purchasing Manager and Finance Director: \$10,000.00 - \$24,999.99.
  - 3) Purchasing Manager, Finance Director, and City Manager: \$25,000.00 - \$99,999.99.
  - 4) City Commission: \$100,000 and above.
- C. The Contractor fully understands and accepts the City's Change Order Policy. In the event the Contractor begins work on unauthorized changes prior to receiving a signed Change Order 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 three (3) business days after receipt of a properly and fully executed work assignment 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 \$500,000 each accident; \$500,000 each employee; and \$500,000 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, NEGLECT 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, THE AGREEMENT. THE AGREEMENT DOES NOT CONSTITUTE A WAIVER OF SOVEREIGN IMMUNITY OR CONSENT BY THE CITY OR 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. THIS AGREEMENT FOR INDEMNIFICATION SURVIVES TERMINATION OR COMPLETION OF THE AGREEMENT. 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, 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:
- 1) The Contractor must furnish each of its subcontractors with copies of this Agreement and associated documents (i.e. plans, drawings, specifications, etc.) as may be required for their work.
  - 2) Contractor has familiarized itself with the nature and extent of the Agreement Documents, 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 Purchasing Manager written notice of all conflicts, errors, or discrepancies that it has discovered in the Agreement Documents and the written resolution thereof by Purchasing Manager is acceptable to Contractor.
  - 4) Competent Personnel. 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. Contractor must comply with the Federal requirement specified herein under the "Supplemental FEMA Provisions" section.

**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 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. TERMINATION AND DEFAULT:**

- A. Termination for Convenience or with Cause. The performance of work under this Agreement may be terminated with or without cause by the City Manager in whole or in part, whenever the City Manager determines that termination is in the City's best interest. Any such termination must be achieved by the delivery to the Contractor of a written notice of termination at least thirty (30) days before the date of termination, specifying the extent to which performance of the work under this Agreement is terminated and the date upon which such termination becomes effective. Except as otherwise directed, the Contractor must 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. Contractor will be paid only for such work performed and materials supplied up to the termination. Under no circumstances will the City make any payment to Contractor for services that have not been performed or that are performed subsequent to the termination date.
- B. 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 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.

- C. In the event the Contractor abandons performance under this Agreement, the City Manager or designee may terminate this Agreement upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. The written notice must state the evidence indicating the Contractor's abandonment.
- D. The Contractor has the right to terminate this Agreement only in the event the City fails to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of its 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.
- E. The City Manager or designee reserves the right to terminate and cancel this Agreement in the event the Contractor is placed in either voluntary or involuntary bankruptcy, a receiver is appointed for the Contractor, or an assignment is made for the benefit of creditors.
- F. In the event Contractor breaches this Agreement, the City must provide written notice of the breach and Contractor will 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 has the right to immediately terminate the Agreement 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 any of the following:
  - 1) The quality of a portion or all of the Contractor's work not being in accordance with the requirements of this Agreement;
  - 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 Agreement funds, previously paid to 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;

- 7) The Contractor's failure or refusal to perform any of its obligations to the City after receiving written notice and a reasonable opportunity to cure; and
- 8. Violation of any local, state, or federal law in the performance of this Agreement.
- G. In the event the City makes written demand upon the Contractor for amounts previously paid by the City as contemplated in this Section, the Contractor must 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.
- H. Payment and Ownership of Documents upon Termination. In the event of termination of this Agreement, the Contractor must deliver to the City all documents, including reports and all other data, materials prepared or obtained by the Contractor in connection with the project, including all documents bearing the professional certification. The Contractor must reimburse the City for any items stored that the City previously purchased. Upon delivery of the aforesaid documents, the City must pay the Contractor as full payment for its services hereunder, a sum of money equal to the percentage of the work done by Contractor and accepted as satisfactory by the City.
- I. Waiver. Failure of the City to take any action with respect to the breach of any term, covenant, or condition contained in this Agreement, or any instance of default by the Contractor, will not be deemed to be the acceptance or a waiver of any default or breach.

**19. 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.

**20. 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, paying any fees therefore. 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 herein. If any of the Agreement documents are at variance therewith, the Contractor must notify the City promptly on the discovery of such variance.

**21. NO AGENCY:**

Nothing contained herein shall be deemed or construed as creating the relationship of principal and agent, or of partnership or joint venture, between the parties, it being understood and agreed that no provision contained herein, or any acts of the parties shall be deemed to create any relationship between them other than that as detailed herein.

**22. NON-DISCRIMINATION:**

The City of North Port, Florida, 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. 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.

**23. NOTICES:**

Any notice, demand, communication, or request required or permitted hereunder must be sent by certified mail, return receipt requested, and must be mailed to:

<b>As to CITY:</b>	Operations and Maintenance Manager City of North Port Public Works Department 1100 N. Chamberlain Blvd. North Port, Florida 34286 Tel: 941.240.8090 Fax: 941.240.8073
<b>With copies of Notices And Demands to:</b>	City of North Port, Florida City Attorney's Office 4970 City Hall Blvd. North Port, Florida 34286 Tel: 941-429-7260 Email: northportcityattorney@cityofnorthport.com
<b>As to CONTRACTOR:</b>	Bergeron Emergency Services, Inc. Operations Manager 19612 SW 69 <sup>th</sup> Place Fort Lauderdale, Florida 33332 Tel: 954-680-6100 Ext. 223 Mobile: 786-554-3270 Email: JOttillige@bergeroninc.com Attn: Jason Ottillige

Notice is effective when received at the addresses specified above. Changes in the respective addresses where such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is effective when received, however, facsimile transmissions received after 5:00 pm or on weekends or holidays will be deemed received on the next business day. The original of the notice must be mailed as required herein. Nothing in this Section is to be construed to restrict the transmission of routine communications between representatives of Contractor and City.

**24. WAIVER:**

In the event of a default or breach of the Agreement terms, the City may avail itself of each and every remedy specifically given to it now existing at law or in equity, and each and every such remedy is in addition to every other remedy so specifically given or otherwise so existing and may be exercised from time to time and as often and in such

order as may be deemed expedient by the City. The exercise, or the beginning of the exercise, of one remedy shall not be deemed to be a waiver of the right to exercise, at the same time or thereafter, any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it in law or in equity. No delay or failure to enforce any breach of this Agreement by either City or Contractor shall be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

**25. 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.

**26. GOVERNING LAW, VENUE, AND SEVERABILITY:**

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. If any term, condition or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be valid and binding on each party.

**27. 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.

**28. ENTIRE AGREEMENT:**

This Agreement (with all referenced plans, attachments, addenda and provisions incorporated by reference) contains and embodies all the representations, covenants, and promises made by the parties. In the event of any conflict between the provisions of this Agreement and the Addenda, RFP and attachments or Contractor's Proposal, the Agreement shall control.

**29. SCRUTINIZED COMPANIES:**

A. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or less, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provide 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. As required by Florida Statutes, Section 287.135(5), for contracts of \$1,000,000.00 or more, when submitting a bid or proposal, and prior to entering into a contract with the City, every person or entity shall certify on a form provided by the City, that all of the following are true:

- 1) 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; and

- 2) It 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) It is not engaged in business operations in Cuba or Syria.

**C. PENALTY:**

- 1) If a false certification is submitted or the person or entity has been placed on one of the above-noted Lists of Scrutinized Companies or has engaged in business operations in Cuba or Syria, the person or entity will be in breach of the Contract terms and the City may terminate the Contract.
- 2) A person or entity 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 the Contract, plus all reasonable attorney's fees and costs, including any costs for investigations that led to the finding of the false certification; and
- 3) A person or entity that has been found to have provided a false certification shall be ineligible to bid on any contract with the City for three (3) years after the date the City determined that a false certification has been submitted.

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

IN WITNESS WHEREOF, the parties have hereto caused the execution of these documents, the year and date first above written.


CITY OF NORTH PORT, FL

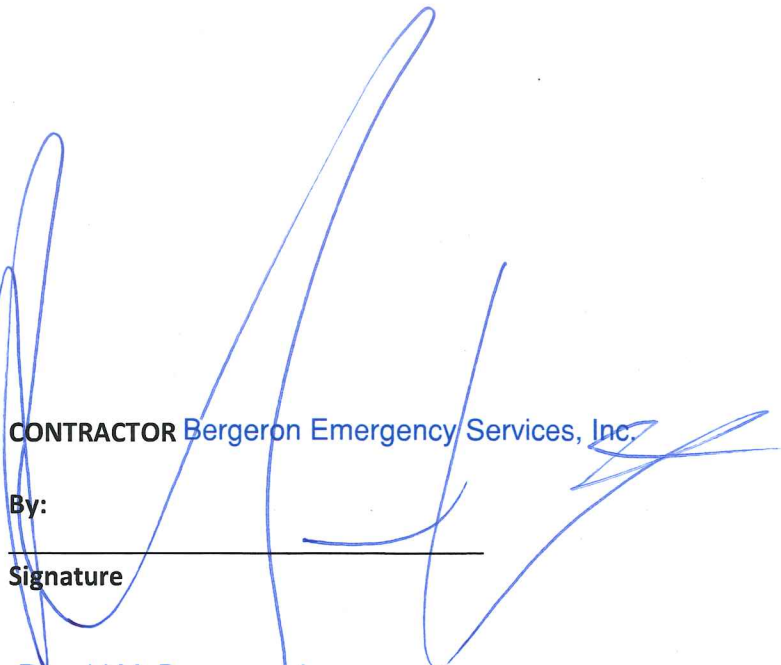
Attest: \_\_\_\_\_  
Kathryn Wong, City Clerk

By: \_\_\_\_\_  
Peter D. Lear, CPA, CGMA, City Manager

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
Amber L. Slayton,  
City Attorney

Witness:  \_\_\_\_\_

  
CONTRACTOR Bergeron Emergency Services, Inc.  
By: \_\_\_\_\_  
Signature  
Ronald M. Bergeron, Jr.  
Print  
President  
Title

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 29 day of April 2019, by Ronald M. Bergeron, Jr., who is personally known to me or who produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
Notary Public

### **SUPPLEMENTAL FEMA PROVISIONS**

In addition to other provisions required by the U.S. Federal Emergency Management Agency ("FEMA") or the City of North Port, Florida (herein after referred to as the "City"), all agreements entered into by the City under a Federal award must contain the following provisions, as applicable. Should there be any conflict between the provisions contained in the solicitation or any resulting agreement the following provisions shall prevail:

#### **1. PURPOSE**

The requirements under this solicitation may be funded in whole or in part with federal funds and as such, any resulting contract shall be subject to federal requirements as applicable including, but no limited to, those set forth in 2 C.F.R. Part 200, Appendix II, and as otherwise may be listed herein.

#### **2. 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.

#### **3. RECIPIENTS AND SUBCONTRACTS**

Awarded Bidder(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.

#### **4. 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/bidders 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.

- C. Vendors/bidders 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/bidder does not provide the City with evidence of their E-Verify enrollment and an executed affidavit of compliance, the vendor's/bidder's proposal may be deemed non-responsive.
- E. Subcontractor requirement: Vendors/bidders 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/bidder 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>

**5. 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).

**6. 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, 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.

- B. The Labor Surplus Area's for fiscal year 2019 in Florida near the City of North Port are the following Counties; Hardee, Hendry, and Highlands.

**7. SYSTEM FOR AWARD MANAGEMENT MAINTENANCE UNDER 48 CFR 52.204-13 – CONTRACTOR'S REQUIREMENT FOR MAINTAINING DUNS NUMBER AND CAGE CODE**

- A. The awarded Contractor(s) will be required to obtain and maintain a current Data Universal Numbering System Number (DUNS) and Contractor and Government Entity (CAGE) code registration for the life of this Contract.
- B. The following definitions apply to the terms used in this section:
1. "Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.
  2. "Data Universal Numbering System+4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR subpart 32.11) for the same concern.
  3. "Registered in the System for Award Management (SAM) database" means that:
    - a. The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, 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."
  4. "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
    - c. Identification of those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.
- C. 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.

- D. If the Bidder 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 Bidder.
- E. Processing time, which normally takes 48 hours, should be taken into consideration when registering in the SAM database. Bidders who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- F. By submission of a Proposal, the bidder acknowledges the requirement that a prospective awardee shall be 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.
- G. 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.
- H. 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.
- I. 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.
- J. The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the Contract. The Contractor shall communicate any change to the DUNS number to the City within thirty (30) days after the change, so an appropriate modification can be issued to update the data on the Contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted. The bidder shall enter, on the Bidder's response, the DUNS or DUNS +4 number that identifies the bidder's name and address exactly as stated in the bid. The DUNS number will be used by the Procurement Office to verify that the bidder is registered in the SAM database.

K. If the bidder does not have a DUNS number, it should contact D&B directly to obtain one.

1. A bidder may obtain a DUNS number as follows:

- (a) Via the Internet at <http://fedgov.dnb.com/webform>, or if the bidder does not have internet access, by contacting D&B at 1-866-705-5711 if located within the United States; or
- (b) If located outside the United States, by contacting the local D&B office. The bidder should indicate that it is a bidder for a U.S. Government contract when contacting the local D&B office.

2. The bidder should be prepared to provide the following information:

- (a) Company legal business.
- (b) Tradestyle, 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.
- (i) Line of business (industry).
- (j) Company Headquarters name and address (reporting relationship within your entity).

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

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

**9. 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 fifteen (15) calendar days written notice to the Contractor and upon the Contractor's failure to cure within those fifteen (15) calendar days, 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.
  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, counter-claims, 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.

#### **10. 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 actually 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 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. In the event that 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. In the event that 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 of 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;
  - 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. In the event that 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 vendor 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 in order 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.

## **11. 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 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 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 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.

## **12. 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.***

### **12.1 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.
- 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.

**12.2 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.

**13. 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.

**14. 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

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 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) of this section.
- D. 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.

## 15. 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.”

*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.*

## 16. 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.

**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 or not 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 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 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.

#### 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 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.
- M. **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.

#### **17. 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.

#### **18. 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.

#### **19. DEBARMENT AND SUSPENSION**

- A. This Contract 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.

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.
  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.
- 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 bidder or proposer 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 bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- E. The Contractor shall complete the Certification Regarding Debarment, Suspension, and Other Responsibility Matters- Primary Covered Transactions Form, and return 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.

## **20. 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 recipient.

## **21. 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).

## **22. 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.

## **23. 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.

## **24. 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.

## **25. 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.

**26. 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.

**27. FDOT ROADWAY SAFETY REQUIREMENTS**

1. All High Visibility Safety Apparel shall comply with FDOT – Index 600, Sheet 3 Design Standards Revision (R1303), Dated July 23, 2012 requirements.
2. 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.

**28. 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.

**29. FHWA-ER PROGRAM AND 2 CFR PART 200 CONTRACT REQUIREMENTS (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:
1. Time cards.
  2. Daily work reports for every employee, by each separate FEMA category of work
  3. Daily equipment use, 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.

### **30. 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.

**END OF SUPPLEMENTAL FEMA PROVISIONS.**

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**FORM FHWA-1273  
(If Applicable)**

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**I. GENERAL**

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.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. **Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

**10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### **IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA- 1273 format and FHWA program requirements.

#### **1. Minimum wages**

a. All laborers and mechanics employed or working upon the site of the work, 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 1.d. 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 29 CFR 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 1.b. 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.

b.(1) 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:

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

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

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

(2) 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, Employment Standards Administration, 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.

(3) 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 contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour 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.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) 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.

c. 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.

d. 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 account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency 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, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, 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

a. 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. 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 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.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting 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 contracting agency for transmission to the State DOT, the FHWA 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 contracting agency..

(2) 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:

(i) 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;

(ii) 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;

(iii) 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.

(3) 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 3.b.(2) of this section.

(4) 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.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, 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 FHWA may, after written notice to the contractor, the contracting agency or the State DOT, 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**

##### **a. Apprentices (programs of the USDOL).**

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.

##### **b. Trainees (programs of the USDOL).**

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 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.

c. 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.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**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 Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 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.

**1. 10. Certification of eligibility.**

a. 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).

b. 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).

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

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**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 (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 (1.) of this 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 hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contacting agency 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 (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\*\*\*\*\*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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

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

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A TO FORM FHWA-1273 - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**END OF FORM FHWA 1273.**

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## **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.

### **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 Greenland Street, Golf Course Site, North Port Lat 27:3:23.826/Long 82:6:46.512, PID #1135-10-0210 (Site A). The City has requested Pre-Authorization for the Yorkshire Site on Langlais Drive, North Port Lat 27:064/Long 82:090, PID # 1126-23-3418 (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.
- Canteen, 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 and wastewater appurtenances.
- Temporary fueling facilities, inclusive of storage and dispensing.
- Rental of various types of equipment (i.e. loaders, dump trucks, etc) with operators.
- Temporary fencing.
- Materials.
- As directed, perform other disaster response and recovery activities as necessary.

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 2016 through December 2018.** 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.
- r. **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.

s. **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.

t. **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.

- u. **Debris Removal Contractor** – Conducts debris removal operations per the terms of the agreement. Term includes primary Contractor, subcontractors and individual crews.
- v. **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.
- w. **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.
- x. **FDEP** – Florida Department of Environmental Protection.
- y. **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.
- z. **DDIR** – Detailed Damage Inspection Report.
- aa. **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.
- bb. **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.
- cc. **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.
- dd. **DOT** – Florida Department of Transportation.
- ee. **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.
- ff. **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.

gg. **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.

hh. **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.

ii. **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.

- jj. **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 with 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.
- kk. **Emergency Relief Program** – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.
- ll. **EPA** – United States Environmental Protection Agency.
- mm. **ER** – Emergency Relief.
- nn. **E-Waste** – End of life electronics, typically televisions, computers and related peripheral components.
- oo. **FDEP** – Florida Department of Environmental Protection (FDEP).
- pp. **FDOT** – Florida Department of Transportation.
- qq. **FEMA** – Federal Emergency Management Agency.
- rr. **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.
- ss. **FHWA** – Federal Highway Administration.
- tt. **Force Account Labor** – Labor performed by the applicant's permanent, full time or temporary employees.
- uu. **Garbage** – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.

- vv. **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.
- ww. **Hand Loading** – Debris that is loaded entirely by hand/manual labor without the assistance of loading equipment.
- xx. **Hangers** – See Eligible Hanger.
- yy. **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.
- zz. **HHW** – Household Hazardous Waste.
- aaa. **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.
- bbb. **Household Hazardous Waste** – See Eligible Household Hazardous Waste.
- ccc. **HWTSDF** – Hazardous Waste Treatment, Storage and Disposal Facility.
- ddd. **JRTS** – The Jackson Road Transfer Station operated by the Sarasota County Solid Waste Management Division located at 250 S. Jackson Road, Venice, FL. 34292.
- eee. **Leaners** – See Eligible Leaner.
- fff. **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.
- ggg. **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.
- hhh. **Mulching or Chipping** – See Chipping or Mulching.
- iii. **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.
- jjj. **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.

kkk. **OSHA** – Occupational Safety and Health Administration.

lll. **Outbuilding** – Any structure secondary to a house such as a barn, shed or outhouse separated from the main structure.

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

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

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

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

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

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

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

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

uuu. **RFB** – Request for Bid

vvv. **RFP** – Request for Proposal.

www. **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.

xxx. **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.

yyy. **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.

zzz. **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.

aaaa. **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.

- bbbb. **Sarasota County Landfill** – Central County Solid Waste Disposal Complex, located at 4010 Knights Trail Road, Nokomis, FL 34275.
- cccc. **Task Order or Work Assignment** – City document used to assign tasks/work to the Contractor.
- dddd. **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).
- eeee. **TDSR Site – Temporary Debris Storage and Reduction Site(s)** are locations designated by the City for the storage and reduction of disaster related debris.
- ffff. **Tipping Fee** – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.
- gggg. **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.
- hhhh. **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.
- iiii. **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.
- jjjj. **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.
- kkkk. **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

<b>RRC</b>	<b>Rapid Response Crew</b>
<b>SHPO</b>	<b>State Historic Preservation Officer</b>
<b>TDSPF</b>	<b>Temporary Debris Staging and Processing facility</b>
<b>TDSR Site</b>	<b>Temporary Debris Storage and Reduction Site</b>
<b>USACE</b>	<b>United States Army corps of Engineers</b>
<b>USCG</b>	<b>United States Coast Guard</b>
<b>USDA</b>	<b>United States Department of Agriculture</b>
<b>WSRA</b>	<b>Wild and Scenic Rivers Act</b>

## **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.

- F. The City will compensate the Contractor based on the Rate Schedule – Category A. Disposal costs (Tipping Fees) shall be paid by the City to the disposal facility. However, the Contractor shall be responsible for accounting for, processing and submitting all landfill weigh tickets for payment by the City.
- 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 four (4) types:
    - 1. Construction & Demolition (C&D).
    - 2. Mixed Debris.
    - 3. Vegetative Debris.
    - 4. White Goods.
  - 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 City's Debris Management Site (DMS) is located on Greenland Street, Golf Course Site, North Port, Lat 27:3:23:826/Long 82:6:46:512, PID # 1135-10-0210. The City has requested Pre-Authorization for

the Yorkshire Site on Langlais Drive, North Port Lat 27:064/Long 82:090, PID # 1126-23-3418. The City reserves the right to designate additional DMS(s) 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. 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 Constructions 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 SCOPE OF SERVICES.**

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, RESPONSE TIME AND DELIVERY TO FOLLOW.**

**EXHIBIT B – RESPONSE TIME AND DELIVERY  
(BERGERON EMERGENCY SERVICES, INC.)**

**RESPONSE TIME REQUIREMENTS/EVENT LOCATION:**

**GUARANTEED** response time, for each service to mobilize to the City in the event of a disaster:  
**EMERGENCY EVENT OPERATIONS:**

- a. 24 Hours after Event: Contractor Staff would report to the City's EOC.
- b. 24 Hours after Event: Contractor ready to assist the City with truck certification.
- c. 24 Hours after Event: Contractor to have monitors ready to begin debris removal operations.

**RESPONSE TIME:**

- a. On-Site for Service – Standard contract hours: 12-72 hours after receipt of request from the City for service.
- b. On-Site for Service – Emergency-Standard contract hours: 12-72 hours after receipt of request from the City for service.
- c. On-Site for Service – Emergency-After hours/holiday hours: 12-72 hours after receipt of request from the City for service.
- d. Emergency Operations On-Site Critical Service: 12-72 hours after receipt of request from the City for service.
- e. Emergency Operations On-Site NON-Critical Service: 12-72 hours after receipt of request from the City for service.

**DELIVERY:**

Proposers shall indicate a delivery date, completion time for services, or completion timeframes if construction below. Failure to state delivery time or completion timeframes may be used as a basis for rejection of response. In the event deliveries or services are not made as specified to a City delivery point or project site, the Procurement Manager shall reserve the right to purchase any solicitation item from the next lowest Proposer.

- a. Delivery Schedule: \* Contingent upon magnitude of event and contracted scope of work.

\* To be determined at time of event. Response times will be as described in the City's solicitation. Bergeron Emergency Services, Inc. will meet all contractual obligations imposed by the City, however completion of emergency debris management tasks varies greatly depending on the size and severity of an event.

**ADDITIONAL TIMES:**

## **8.0 Response Time Requirements/Event Location and Prices**

BES is fully capable to meeting and exceeding the City's required response times. As demonstrated in the previous tabs BES possesses all the necessary staff, equipment, resources, and procedures to support the City throughout the life cycle of all events. In addition to the following, Exhibit 8.1 provides our response times. Our primary mobilization office for the Cities Response will be our corporate office located in Fort Lauderdale Florida.

### **EMERGENCY EVENT OPERATIONS**

- 24 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 Hours after Event: Contractor to have monitors ready to begin debris removal operations.

**Exhibit 8.1: General Response Timeline**

Typical Response Schedule	
<b>Contract Award</b>	
<b>Pre-Event Planning</b>	
BES – County Training	2 Times per year
<b>Known Event</b>	
96 Hours in Advance	BES team monitoring NOAA, Weather, Advanced Warning network – Equipment and Crews Placed on Standby; County Contacted
72 Hours in Advance	BES Confirms Crew Types and Quantities; DMS Location;
24 Hours in Advance	Equipment and Resources Verified, Activated, and necessary
24 Hours in Advance	Possibly NTP prior to landfall
<b>Notice to Proceed – Post Storm -</b>	
+ 12-24 HR	BES Senior Project manager/ Operations Manager reports to designated area
+ 24-36 Hr	BES Staff and Activated Subcontractors Arrive at Designated Locations
+ 48-72 Hr	Debris Estimates Confirmed
+36-48	Monitors Certify Trucks
+36-48Hrs	Debris Removal Crews Operating
+36-48 Hrs	DMS Sites Setup up and Receiving Debris
+48-72 Hrs	Daily Reports Generated and Continue on a Daily Basis for Extent of Response
+7 Days	Road Crew Weekly Report Generated with Daily Removal Totals
	DMS Weekly Report Generated
+7 Days	DMS operations begin
+10 days	Reduced material hauled to final disposal
+ 180 Days (FEMA GUIDELINES)	Project Closeout

**EXHIBIT C - PRICE SCHEDULE  
(BERGERON EMERGENCY SERVICES, INC.)**

**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.	\$ 8.00	100,000	\$ 800,000.00
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.	\$ 9.00	100,000	\$ 900,000.00
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.	\$ 10.50	-	\$ -
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.	\$ 8.00	200,000	\$ 1,600,000.00
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.	\$ 9.00	-	\$ -
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.	\$ 10.50	200,000	\$ 2,100,000.00
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.	\$ 8.00	50,000	\$ 400,000.00
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.	\$ 9.00	-	\$ -
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.	\$ 10.50	50,000	\$ 525,000.00
A.10	Debris Processing - Separation of Mixed Debris at the designated DMS (Based on incoming yardage)	Cubic yd.	\$ 3.75	200,000	\$ 750,000.00

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Debris Management Services and Ancillary Preparation/Recovery Services

A.11	Debris Processing - Separation of Construction & Demolition Debris at the designated DMS (Based on incoming yardage)	Cubic yd.	\$ 3.75	50,000	\$ 187,500.00
A.12	Vegetative Debris Grinding Reduction via grinding at the designated DMS.	Cubic yd.	\$ 4.25	100,000	\$ 425,000.00
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.	\$ 3.75	50,000	\$ 187,500.00
A.14	Mixed Debris Reduction via compaction and site management at the designated DMS. (Based on incoming yardage)	Cubic yd.	\$ 2.50	200,000	\$ 500,000.00
A.15	Construction and Demolition Debris Reduction via compaction and site management at the designated DMS. (Based on incoming yardage)	Cubic yd.	\$ 2.75	50,000	\$ 137,500.00
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.	\$ 6.75	-	\$ -
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	\$ 1.00	-	\$ -
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.	\$ 7.50	-	\$ -
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	\$ 1.25	-	\$ -
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	\$ 17.00	120,000	\$ 2,040,000.00
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.	\$ 7.75	150,000	\$ 1,162,500.00
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.	\$ 7.75	-	\$ -

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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	\$ 1.00	30,000	\$ 30,000.00
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.	\$ 9.75	50,000	\$ 487,500.00
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.	\$ 11.00	-	\$ -
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.	\$ 11.00	-	\$ -
EVALUATION SCENARIO - TOTAL EXTENDED PRICE A.1 THROUGH A.26					\$ 12,232,500.00

**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.	\$ 275.00
A.28	Diameter of stump 27 - 48 inches (diameter measured 2 feet above the ground)	Cubic yd.	\$ 395.00
A.29	Diameter of stump > 48 inches (diameter measured 2 feet above the ground)	Cubic yd.	\$ 575.00
A.30	Backfill delivered and placed in holes	Cubic yd.	\$ 35.00

**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	\$ 225.00
A.32	Diameter of tree 25 - 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 375.00
A.33	Diameter of tree 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 525.00
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	\$ 200.00
A.36	Diameter of tree 25 - 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 300.00
A.37	Diameter of tree 36 inches (diameter measured 2 feet above the ground)	per Tree	\$ 425.00

<b>Items A.38 through A.40 relates to Removal of Dangerous Hanging Limbs</b>			
<b>ITEM #</b>	<b>EQUIPMENT/LABOR DESCRIPTION</b>	<b>UOM</b>	<b>UNIT PRICE</b>
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	\$ 120.00
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	\$ 120.00
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	\$ 120.00
<b>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</b>			
<b>ITEM #</b>	<b>EQUIPMENT/LABOR DESCRIPTION</b>	<b>UOM</b>	<b>UNIT PRICE</b>
A.41	Pick up and hauling hazardous materials from the public ROW, transportation and disposal at a legal disposal facility	Pound	\$ 80.00
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	\$ 5.00
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	\$ 120.00
<b>TOTAL UNIT PRICE - CATEGORY A (A.1 THROUGH A.43)</b>			<b>\$ 4,110.00</b>

**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	\$ 45.00
B.2	Air Compressor	8011	103 CFM	to 30	Hoses included.	Hour	\$ 95.00
B.3	Air Compressor	8012	130 CFM	to 50	Hoses included.	Hour	\$ 135.00
B.4	Board, Arrow	8050		to 8	Trailer Mounted.	Hour	\$ 150.00
B.5	Board, Message	8051		to 5	Trailer Mounted.	Hour	\$ 115.00
B.6	Chainsaw	8187	Bar Length 20"	20 In	3.0 cu in	Hour	\$ 15.00
B.7	Chainsaw	8188	Bar Length 20"	20 In	5.0 cu in	Hour	\$ 20.00
B.8	Cutter, Brush	8195	Cutter Size	8 ft	to 150	Hour	\$ 175.00
B.9	Cutter, Brush	8196	Cutter Size	8 ft	to 190	Hour	\$ 200.00
B.10	Cutter, Brush	8197	Cutter Size	10 ft	to 245	Hour	\$ 350.00
B.11	Chipper, Brush	8202	Chipping Capacity 12 In	to 100	Trailer Mounted.	Hour	\$ 135.00
B.12	Chipper, Brush	8203	Chipping Capacity 15 In	to 125	Trailer Mounted.	Hour	\$ 145.00
B.13	Chipper, Brush	8204	Chipping Capacity 18 In	to 200	Trailer Mounted.	Hour	\$ 150.00
B.14	Loader - Tractor - Knuckleboom	8208		to 173	model Barko 595 ML	Hour	\$ 225.00
B.15	Dozer, Crawler	8250		to 75		Hour	\$ 145.00
B.16	Dozer, Crawler	8251		to 105		Hour	\$ 165.00
B.17	Dozer, Crawler	8252		to 160		Hour	\$ 175.00
B.18	Dozer, Wheel	8260		to 300		Hour	\$ 190.00
B.19	Excavator, Hydraulic	8282	Bucket Capacity 1.5 CY	to 160	Crawler, Truck & Wheel. Includes bucket.	Hour	\$ 145.00

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B.20	Excavator, Hydraulic	8283	Bucket Capacity 2.5 CY	to 265	Crawler, Truck & Wheel. Includes bucket.	Hour	\$ 175.00
B.21	Excavator	8287	2007 model Gradall XL3100 III	184		Hour	\$ 150.00
B.22	Excavator	8288	2003 model Gradall XL4100 III	238		Hour	\$ 165.00
B.23	Loader, Crawler	8382	Buck Capacity 2 CY	to 118	Includes bucket.	Hour	\$ 145.00
B.24	Loader, Crawler	8383	Bucket Capacity 3 CY	to 178	Includes bucket.	Hour	\$ 175.00
B.25	Loader, Wheel	8392	2 CY	to 105	Includes bucket.	Hour	\$ 145.00
B.26	Loader, Wheel	8393	3 CY	to 152	Includes bucket.	Hour	\$ 175.00
B.27	Loader, Wheel	8394	4 CY	to 200	Includes bucket.	Hour	\$ 200.00
B.28	Crane	8502	Maximum Lifting Capacity 50 MT	to 200		Hour	\$ 275.00
B.29	Loader, Skid-Steer	8541	Operating Capacity 2000 Lbs	to 65		Hour	\$ 120.00
B.30	Loader, Skid-Steer	8542	Operating Capacity 3000 Lbs	to 85		Hour	\$ 120.00
B.31	Loader-Backhoe, Wheel	8572	Bucket Capacity 1.5 CY	to 95	Loader and Backhoe Buckets included.	Hour	\$ 135.00
B.32	Loader-Backhoe, Wheel	8573	Bucket Capacity 1.75 CY	to 115	Loader and Backhoe Buckets included.	Hour	\$ 145.00
B.33	Stump Grinder	8628	1988 Vermeer SC-112	102		Hour	\$ 115.00
B.34	Stump Grinder	8629	24" grinding wheel	110		Hour	\$ 130.00
B.35	Cleaner, Sewer/Catch Basin	8712	Hopper Capacity 5 CY		Truck Mounted.	Hour	\$ 275.00
B.36	Cleaner, Sewer/Catch Basin	8713	Hopper Capacity 14 CY		Truck Mounted.	Hour	\$ 350.00
B.37	Truck, Vacuum	8717	60,000 GVW	400		Hour	\$ 275.00
B.38	Truck, Dump	8725	14 CY	to 400		Hour	\$ 70.00
B.39	Truck, Dump	8723	18 CY	to 400		Hour	\$ 80.00
B.40	Truck, Water	1500	Gallons		Fire Suppression	Hour	\$ 90.00

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B.41	Mobile Command Center	8849	43'x8.5' x 13.5'H with self 30kw Generator	43		Hour	\$ 350.00
B.42	Self Loading Prentice Truck 25 total yard					Hour	\$ 200.00
B.43	210 Prentice Loader					Hour	\$ 250.00
B.44	Trash Transfer Trailers - 100 yard with tractor					Hour	\$ 275.00
B.45	Equipment Transports with tractor, trailer					Hour	\$ 110.00
B.46	Fuel Dispensing Equipment for fueling					Hour	\$ 35.00
B.47	Fuel Cell, Portable on Trailer, 500 gallon					Hour	\$ 95.00
B.48	Additional Equipment not listed above but necessary for sucessful 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	\$ 90.00
B.50	Heavy Equipment Operator	Hour	\$ 55.00
B.51	Tool Operator (Chainsaw, Chipper)	Hour	\$ 39.00
B.52	Labor with small tools	Hour	\$ 39.00
B.53	Tree Climber w/chainsaw and gear	Hour	\$ 90.00
B.54	Security Personnel with transportation and communication equipment	Hour	\$ 85.00
B.55	Flagger for traffic control	Hour	\$ 39.00
B.56	Canteen Staff	Hour	\$ 40.00
B.57	Canteen Supervisor with transportation	Hour	\$ 65.00
B.58	Janitorial Laborer	Hour	\$ 40.00
<b>TOTAL PRICE - CATEGORY B (B.1 THROUGH B.58)</b>			<b>\$ 8,182.00</b>

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	\$ 500.00	\$ 750.00	\$ 1,600.00	\$ 2,900.00	\$ 875.00	\$1,800.00	\$ 3,500.00	\$ 875.00	\$ 1,800.00	\$ 3,500.00
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	\$ 500.00	\$ 1,300.00	\$ 2,500.00	\$ 6,000.00	\$ 2,400.00	\$4,200.00	\$ 7,500.00	\$ 2,700.00	\$ 5,200.00	\$ 9,500.00
<b>TOTAL UNIT PRICE CATEGORY C - ITEMS C.1 THROUGH C.2</b>		<b>\$ 59,900.00</b>									

**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	\$ 200.00	\$ 100.00
D.2	Per Minute Charge for Usage	Per Minute	\$ 2.75	
<b>TOTAL UNIT PRICE CATEGORY D - ITEMS D.1 THROUGH D.2</b>				\$ 302.75

**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	\$ 225.00	\$ 225.00	\$ 1,000.00	\$ 75.00
E.2	Portable Toilet Units (ADA accessible)	\$ 225.00	\$ 225.00	\$ 1,000.00	\$ 75.00
E.3	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser	\$ 225.00	\$ 225.00	\$ 1,000.00	\$ 75.00
E.4	Hand Wash Stations, self contained, free standing, single basin, cold water and hand soap dispenser, ADA accessible	\$ 225.00	\$ 225.00	\$ 1,000.00	\$ 75.00
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.	\$ 8,000.00	\$ 8,000.00	\$ 35,000.00	\$ 450.00
E.6	Shower Unit, Single, ADA accessible	\$ 275.00	\$ 275.00	\$ 1,300.00	\$ 75.00
E.7	Bunk House, Climate Controlled, minimum 6 people	\$ 8,000.00	\$ 8,000.00	\$ 35,000.00	
E.8	Laundry Unit, minimum 4 each washer and dryers, self-contained with cold/hot water and climate control, folding table (preferred)	\$ 8,000.00	\$ 8,000.00	\$ 35,000.00	

<b>TOTAL UNIT PRICE CATEGORY E - ITEM E.1 THROUGH E.8</b>	<b>\$ 161,475.00</b>
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DESCRIBE THE ELECTRICAL CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR THE UNITS REQUIRING ELECTRIC OR GENERATORS:

**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' X 20'		\$ 1,400.00	\$ 4,000.00
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	1,280 cft			
F.2	Refrigeration Containers - Dual temperature settings (refrigerate and freeze)	8' X 20'		\$ 1,400.00	\$ 4,000.00
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	1,280 cft			
F.3	Reefer Container - normally a tractor trailer, fuel powered	8' X 20'		\$ 1,400.00	\$ 4,000.00
	Indicate minimum size of unit: 1) # feet long, and Cubic Foot Capacity	1280 cft			
F.4	Bagged Ice, cubed and made of potable water, 5 to 10 pound bags. palletized - UNIT PRICE	10 lbs	\$16.00		
	Indicate # pounds per bag, and #bags per pallet	42			
	TOTAL UNIT PRICE CATEGORY F - ITEM F.1 THROUGH F.4				\$ 16,216.00

DESCRIBE THE ELECTRICAL AND GENERATOR CONNECTION REQUIREMENT FOR GENERATOR AND HARD WIRE FOR NON-FUEL POWERED UNITS:

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	6000	\$ 550.00	\$ 2,350.00	\$ 10,000.00	
	State the minimum gallon capacity of unit proposed	6000				
				MAXIMUM CEILING UNIT PRICE		
G.2	Refilling of Potable Water Tanks - PRICE PER GALLON			\$ 3.50		
G.3	Bottled Water Delivery, size 16 - 24 oz plastic bottles, palletized - Price per bottle			24/case		\$ 2.00
	State the minimum ounce per bottle and number of bottles per pallet			16 oz/2,016		
DESCRIBE THE POWERING AND/OR DISPENSING NEEDS, IF ANY TO OPERATE AND DISPENSE WATER FROM TANK.						
TOTAL UNIT PRICE CATEGORY G - ITEMS G.1 THROUGH G.3					\$ 12,905.50	

**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		\$ 1,500.00	\$ 7,000.00	\$ 24,000.00
H.2	Mechanic/Technician/ Price per man hour		\$ 1,200.00	\$ 6,500.00	\$ 17,500.00
H.3	Mobile Mechanic with truck and tools		\$ 1,200.00	\$ 6,500.00	\$ 17,500.00
H. 4	Minimum discount for Materials & Parts (i.e. supplies, oil, etc) from List or Mfg Retail				

DESCRIBE THE MOBILE FLEET UNIT PROPOSED:

<b>TOTAL UNIT PRICE CATEGORY H - ITEMS H.1 - H.2</b>	<b>\$ 82,900.00</b>

<b>CATEGORY I: TEMPORARY SIGNAGE &amp; TRAFFIC CONTROL</b> - 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 battery	each	\$ 90.00	\$ 575.00	\$ 1,500.00
I.2	DOT Black Base 36" traffic cones with two (2) each reflective bands	each	\$ 25.00	\$ 200.00	\$ 500.00
I.3	Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs	each	\$ 35.00	\$ 175.00	\$ 350.00
I.4	A-Frame stands for 36" signs	each	\$ 55.00	\$ 300.00	\$ 900.00
<b>TOTAL UNIT PRICE CATEGORY I - ITEM I.1 THROUGH I.4</b>					<b>\$ 4,705.00</b>

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**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	\$ 1,500.00	\$ 1,500.00	\$ 6,000.00
J.2	Canopy, pole type or pop up without sides, 20' x 20'	each	\$ 1,750.00	\$ 1,750.00	\$ 7,500.00
J.3	Canopy, pole type or pop up without sides, 30' x 30'	each	\$ 3,000.00	\$ 3,000.00	\$ 12,500.00
J.4	Tent, pole type or pop up with sides, 15 x 15	each	\$ 1,500.00	\$ 1,500.00	\$ 6,700.00
J.5	Tent, pole type or pop up with sides, 20 x 20	each	\$ 2,000.00	\$ 2,000.00	\$ 8,000.00
J.6	Tent, pole type or pop up with sides, 20 x 40	each	\$ 3,000.00	\$ 3,000.00	\$ 13,000.00
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	\$ 7,500.00	\$ 7,500.00	\$ 23,500.00
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	\$ 10,000.00	\$ 10,000.00	\$ 65,000.00
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	\$ 18,000.00	\$ 18,000.00	\$ 75,000.00
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	\$ 21,000.00	\$ 21,000.00	\$ 80,000.00
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	\$ 1,000.00	\$ 1,000.00	\$ 3,250.00
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	\$ 1,000.00	\$ 1,000.00	\$ 3,250.00
DESCRIBE ALL SPECIAL FEATURES OR REQUIREMENTS FOR THE MESS TENT UNITS PROPOSED:					
TOTAL UNIT PRICE CATEGORY J - ITEM J.1 THROUGH J.12					\$ 446,200.00

**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	\$ 3,500.00	\$ 350.00	\$ 3,750.00
DESCRIBE THE POWERING REQUIREMENTS TO OPERATE EQUIPMENT					
TOTAL UNIT PRICE CATEGORY K - ITEM K.1					\$ 7,600.00

**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	\$ 20.00	\$ 18.00	\$ 17.50	\$ 17.00
M.2	Lunch	\$ 22.00	\$ 21.00	\$ 19.00	\$ 18.50
M.3	Dinner	\$ 31.00	\$ 29.00	\$ 27.00	\$ 26.50
M.4	Meal Delivery	\$ 7.00	\$ 5.00	\$ 5.00	\$ 5.00
<b>TOTAL UNIT PRICE CATEGORY K - ITEM K.1</b>			\$ 288.50		

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SUBCONTRACTOR LIST TO FOLLOW.

**EXHIBIT D – SUBCONTRACTOR LIST  
(BERGERON EMERGENCY SERVICES, INC.)**

**6.0 Participating Subcontractors**

While the degree of subcontracting varies per event, getting the community back on its feet quickly is a BES prime focus. That philosophy drives the first line of subcontract resources for from local hires if in fact locals are available and have not fallen victim to the event. Nonetheless, as local subcontract resources come on line, they have preference in engaging in operations over out-of-town subcontractors.

Each subcontractor, local and non-local, is assigned a BES mentor with appropriate construction management and/or engineering experience. We have learned through considerable experience that this arrangement minimizes miscommunication between our staff and local subcontractors and enhances overall quality and performance by instilling our H&S and quality philosophies in them. Our site superintendents ensure frontline supervisors maintain a high level of H&S oversight and basic PPE requirements and practices are met before the labor force will be allowed on site. Our local subcontractors' acceptance of the importance and benefit of safety at all levels, at every site, has resulted in excellent construction awards and commendations.

BES embraces and enforces its safety culture on every project, but especially on emergency response projects where local subcontractors need to be indoctrinated into our culture and trained in all aspects of H&S, as well as full comprehension of the SSHP and APP. Although BES employees understand the safety program, we use numerous local subcontractors who are often not adequately trained. We have created a program specifically to address this and bolster our subcontractors' safety performance.

Our disaster, emergency response, and debris removal projects have the primary subcontractors listed in Exhibit 6.1.

As a Florida based contractor with over \$25 million in equipment, we handle all Push operations with our own fleet. Our full pricing is provided under Tab 9 as requested in the City's solicitation and subsequent Addenda. Rates for pickup, haul, and DMS operations are per cubic yard, therefore, we do not have hourly rates for subcontractors. The cubic yard fee is the base rate regardless of self-performance or subcontracted performance.

**Exhibit 6.1: List of Key Subcontractors**

Firm	Background	Relationship/ Reference	Role
Daniels Tree Services, Inc. Greer, SC	Providing tree and debris removal support services since 1983.	5 Projects 10 Yr History	Turnkey Debris Removal Support
Tate Transport Corp Ft. Lauderdale, FL	Certified minority company providing over 250 tri-axle dump trucks	10 Projects 10 Yr History	Trucking
Treecycle, Inc. Lake Worth, FL	Provider of land clearing and storm damage support since 2005.	2 Projects 5 Yr History	TDSRS Management /Grinding
Trees R US Bear Creek, AL	Tree grooming/debris removal/landscaping services	5 Projects 6 Yr History	Row Collection/Tree & Stump Removal



Similarly, to BES, DTS also has the in-house capabilities and resources to self-perform upland debris collection, debris reduction, debris site management, port and wet debris clearing and in-house debris disposal. This capability gives DTS and our clients a head start when mobilizing to a disaster area. In addition to BES equipment and resources, the City's contract has access to DTS's equipment inventory and fleet of trucks for use on all City contracts.

Subcontractors are an extension of BES and must follow the same policy and procedures we require of ourselves. Subcontractors are included in all safety briefings and safety plan updates.

DTS owns an assortment of heavy clearing equipment including seven air curtain burners, three grinders, and ancillary pieces such as excavators, dozers, rubber-tired loaders, and a large rolling stock inventor. This equipment inventory provides us with the flexibility to support many concurrent operations and enables BES-DTS managers to adjust on a job-by-job basis to maintain schedule and production levels.

DTS has relationships with manufacturers, dealers and rental houses that allows DTS too efficiently and cost effectively acquire and rent equipment throughout the country to give DTS the capacity to ramp up for even the largest events.

Over the past 25 years of DTS' disaster and planned project execution, DTS has developed a well vetted, experienced and qualified list of self-perform subcontractors that are available and will be selectively activated, when necessary. DTS, Inc is an approved contractor for South Carolina DOT and North Carolina DOT.

DTS brings the following scope of services to the BES contract with the City.

#### Services

- ▶ Disaster Recovery
- ▶ Debris Management & Operations support
- ▶ FEMA Compliance & Reimbursement support
- ▶ Emergency Food Catering
- ▶ Site & Contract Management
- ▶ Vegetative Reduction
- ▶ Debris Collection & Reduction
- ▶ Wild Fire Reclamation
- ▶ Public Assistance Training
- ▶ Beach Restoration
- ▶ Water Way & Drainage Reclamation
- ▶ Emergency Planning
- ▶ Flooding
- ▶ Demolition

**Exhibit 6.2: DTS Equipment**

Type	Number
Excavators	18
Dozers	5
Rubber tire loaders	8
Screen	1
Grinders	3
Air Curtain Incinerator	7
Knuckleboom Loaders	18
Skid Steers	19
Dump Trucks	29
Service Truck	6
Backhoe	2
Track Loader	2
Supervisor pickup trucks	21
Equipment Haulers	10
Bucket Trucks	5

Lee Buffington serves as our DTS project manager. Mr. Buffington has over 15 years of experience in disaster response and recovery with over eighty projects completed. He has worked with DTS, Inc. for over 15 years and providing contract and project management. He owns and operates several companies that are associated with the disaster recovery management industry to include trucking/hauling, tree services, and landscaping. Lee builds relationships with our clients through being consistent and competent within the industry. Mr. Buffington is a remarkable asset to our company and its' partner relationships. Mr. Buffington's full resume is provided in Tab 5.

#### 6.1 Subcontracting Plan

Our subcontracting plan fully meets the requirements of 2 CFR 100.321, FAR 52.219-9(d) and is based on FAR 19.701. A draft plan is provided in Appendix D. Our plan covers Base Goals and includes the types of services to be provided. Exhibit 6.3 provides a sample of the types of services that could be subcontracted based on the magnitude of the event.

**Exhibit 6.3: Types of subcontracted services**

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Automated Debris Management System (ADMS)		X					
Debris Removal from Public Roads, Streets and ROWs and Hauling to Debris Management or Final Disposal Sites (Vegetative)	X	X	X	X	X	X	X
Debris Removal from Public Roads, Streets and ROWs and Hauling to Debris Management or Final Disposal Sites (C&D)	X	X	X	X	X	X	X
Vegetative Debris Reduction at Debris Management Sites includes site management	X						
Final Disposal of Reduced Chips	X	X	X	X	X	X	X
Testing of Ash and Disposal at Landfill	X	X	X	X	X	X	X
Removal of Freon Containing White Goods (refrigerators, freezers, air conditioners, etc.) includes Freon removal	X	X	X	X	X	X	X
Removal of Non-Freon Containing White Goods (washers, dryers, water heaters, stoves, etc.)	X	X	X	X	X	X	X
Construction of Inspection Tower	X	X	X	X	X	X	X
Construction of Hazardous Waste Containment Area	X	X					
Household Hazardous Waste Separation and removal Crew	X	X					
Debris Separation Crew	X	X	X	X	X	X	X
Search and Rescue Support Crew	X	X					
Emergency road clearance Crew	X	X	X	X	X	X	X
HTRW Separation Crew	X	X					
Equipment transportation for mobilization, demobilization and operational support	X	X	X	X	X	X	X
Demolition of structures	X	X	X	X	X	X	X
Debris recycling for beneficial reuse	X	X	X	X	X	X	X
Rental and operation of equipment	X	X	X	X	X	X	X
General labor	X	X	X	X	X	X	X

Supplies/Services	Large	Small	VOSB	SDVOSB	HUBZone	SDB	WOSB
Safety and Loss Control Services	X	X	X	X	X	X	X
Quality Assurance/Quality Control	X						
Environmental Services including but not limited to Emergency Response, Spill Containment, Testing	X	X					
Contract Administration Support	X	X	X	X	X	X	X
Administrative Support	X	X	X	X	X	X	X
Accounting/Auditing	X	X	X	X	X	X	X
Workforce housing	X	X	X	X	X	X	X
Fuel Services	X	X	X	X	X	X	X
Custodial Services	X	X	X	X	X	X	X
Equipment Maintenance	X	X	X	X	X	X	X
Food Services	X	X	X	X	X	X	X
Real Estate Support	X	X	X	X	X	X	X
Regulatory/Legal Support	X						

We make every effort to ensure that all small business concerns have an equitable opportunity to compete for subcontracts. These efforts may include one or more of the following activities:

1. Outreach efforts to obtain sources. When a determination has been made concerning which division Bergeron Emergency Services, Inc. will support, we will publically advertise and post subcontracting opportunities specifically for small businesses. This program will be in good faith to ensure the inclusion of the local small business community for that respective region.
  - a. Contacting minority and small business trade associations;
  - b. Contacting business development organizations and local chambers of commerce;
  - c. Attending SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB procurement conferences and trade fairs;
  - d. Requesting sources from the Small Business Administrations (SBA) PRO-Net and SUB-Net Systems, (<http://www.sba.gov/>) and other SBA and Federal agency resources;
  - e. Conduct market surveys to identify new sources;
  - f. Identify local trade papers and local trade organization focusing on SB, SDB, WOSB, HUBZone, VOSB and SDVOSB;
  - g. Coordinate with local government to acquire existing lists of pre-identified SB, SDB, WOSB, HUBZone, VOSB and SDVOSB in the Presidentially Declared/FEMA Designated Disaster Area.
2. Internal efforts to guide and encourage purchasing personnel
  - a. Presenting workshops, seminars and training programs;
  - b. Establishing, maintaining and using Small, HUBZone small, Small Disadvantaged, Women-Owned Small, Veteran-Owned Small, and Service-Disabled Veteran-Owned Small Business source lists, guides, and other data for soliciting subcontracts;
  - c. Monitoring activities to evaluate compliance with the subcontracting plan.

**3. Other Additional efforts**

**a. Contact local governments for lists of pre-qualified and pre-identified Small Businesses**

Subcontractors are identified through the following source lists and organizations:

- ▶ Lists produced by minority and small business trade associations.
- ▶ Lists produced by business development organizations.
- ▶ Requesting sources from the System for Award Management (SAM), Dynamic Small Business Search, which integrated data from the SBA PRO-Net database.
- ▶ Attending small and minority business trade fairs and procurement conferences.
- ▶ Host Workshop and Recruiting Seminars for Small Businesses in affected areas.
- ▶ Contact local governments for lists of pre-qualified and pre-identified Small Businesses

**Advertising**

Our advertising campaigns include all major mass media methods including, website, Facebook, radio, news, online state and local streaming. Once a contract is awarded, notices are sent out to our list of pre-approved subcontracts, interested subcontractors are then added to our response contact list. In addition, notices that BES is seeking subcontractors for the City's response contract are posted to our website, Facebook, and Twitter. Radio, newspaper, and trade advertising are posted several times a year including three months ahead of the hurricane season.

<b>CIS RADIO COPY PAPER</b> <small>Must contain 10 lines of text. If more than 10 lines, please use 11 lines.</small> <small>PLEASE DOUBLE SPACE AND ONLY USE 12 POINT ARIAL FONT</small>	
ADVERTISER: <b>Bergeron</b>	
AE: <b>Ashley</b>	ISC: <b>Job Fair</b>
LENGTH: <b>30</b>	RUNDATES: <b>3/3/17</b>
1 2 3 (10) 4 5 (10) 6 7 8 9 (10) 10 11 12 13 14 15 16 17 18 (10) 19	Attention debris removal, tree, limb, collection, segregation and removal contractors. Bergeron Emergency Services Inc. needs you for emergency debris hauling and tree trimming services for the upcoming hurricane season. Come to the Job Fair in person this Thursday, Friday and Saturday or visit our website <a href="http://www.bergeronemergency.com">www.bergeronemergency.com</a> to complete our online vendor list. Contractors are encouraged to discuss requirements in person this Thursday thru Saturday at the job fair at northwest corner of Sheridan and 11th St. in Pensacola. Please call: 10012 329 0341. Please in Pensacola. Please call us at 904-830-0700.

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**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

RICK SCOTT GOVERNOR

CARLOS LOPEZ-  
CANTERA LT. GOVERNOR

RYAN E. MATTHEWS INTERIM SECRETARY

Sent via email to: [mbramble@cityofnorthport.com](mailto: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](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](mailto: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](mailto:rick.roudebush@dep.state.fl.us) , [samuel.cannon@em.myflorida.com](mailto:samuel.cannon@em.myflorida.com) ,  
[enrique.hernandez@em.myflorida.com](mailto:enrique.hernandez@em.myflorida.com) , [richard.knowles@em.myflorida.com](mailto:richard.knowles@em.myflorida.com) ,  
[timothy.parsons@dos.myflorida.com](mailto:timothy.parsons@dos.myflorida.com) , [rick.roudebush@dep.state.fl.us](mailto:rick.roudebush@dep.state.fl.us) ,  
[chad.fetrow@dep.state.fl.us](mailto:chad.fetrow@dep.state.fl.us) , [jason.aldrige@dos.myflorida.com](mailto:jason.aldrige@dos.myflorida.com)

This letter generated by roudebush\_r.

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E-mail messages sent or received by City of North Port officials and employees in connection with official City business are public records subject to disclosure under the Florida Public Records Act.

**END OF SITE AUTHORIZATION LETTER.**

EXHIBIT F - CITY WORK ASSIGNMENT FORM/NOTICE TO PROCEED



City of North Port  
PURCHASING  
Office: 941.429.7170  
Fax: 941.429.7173  
Email: [purchasing@cityofnorthport.com](mailto:purchasing@cityofnorthport.com)



WORK ASSIGNMENT

CONSULTANT	<input type="text"/>
CONTINUING CONTRACT # & TITLE	<input type="text"/>
THIS WORK ASSIGNMENT	
WORK ASSIGNMENT #	<input type="text"/>
SHORT TITLE	<input type="text"/>
<small>Attach justification and supporting documentation</small>	
DATE SUBMITTED	<input type="text"/>
AMOUNT (LUMP SUM)	<input type="text"/>
SCHEDULED COMPLETION	<input type="text"/>

CONTRACT AND BUDGET OVERVIEW

	DEPARTMENT	CITYWIDE (completed by Purchasing)
TOTAL OF PREVIOUS ASSIGNMENTS	\$ <input type="text"/>	\$ <input type="text"/>
THIS WORK ASSIGNMENT	\$ <input type="text"/>	\$ <input type="text"/>
TOTAL WORK ASSIGNMENTS	\$ <input type="text"/>	\$ <input type="text"/>
ACCOUNT NO/PROJECT NO	<input type="text"/>	<input type="text"/>

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

1. Unless specified herein, work does not involve watercraft, boat piers and/or other activities requiring additional workers compensation endorsements.
2. Contact or involvement with hazardous materials is not anticipated, should hazardous materials be encountered, the City shall be informed.

SUBMITTED BY:

\_\_\_\_\_  
CONSULTANT DATE

APPROVED BY:

\_\_\_\_\_  
DEPARTMENT DIRECTOR DATE

\_\_\_\_\_  
BUDGET ADMINISTRATOR DATE

\_\_\_\_\_  
PURCHASING DATE

\_\_\_\_\_  
FINANCE DIRECTOR DATE

\_\_\_\_\_  
ASSISTANT CITY MANAGER DATE

\_\_\_\_\_  
CITY MANAGER DATE

## APPENDIX E: STUMP 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

<b>Stump Diameter (Inches)</b>	<b>Debris Volume (Cubic Yards)</b>	<b>Stump Diameter (Inches)</b>	<b>Debris Volume (Cubic Yards)</b>
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		

## 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										

**CITY OF NORTH PORT'S DEBRIS MANAGEMENT PLAN DATED SUMMER 2016:**

**SEE THE CITY'S DEBRIS MANAGEMENT PLAN IN A SEPARATE DOCUMENT IN PDF FORMAT.**

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