



MEMORANDUM

City of Venice

Finance Department

TO: Edward Lavalley, City Manager

THROUGH: Linda Senne, Finance Director

FROM: Peter A. Boers, Procurement Manager

DATE: August 27, 2019

COUNCIL APPROVAL: Yes

MEETING DATE: September 10, 2019

STRATEGIC PLAN GOAL: Provide Efficient, Responsive Government with High Quality Services

SUBJECT: Approval of Unit Price Term Contracts for Disaster Debris Removal, Reduction, Disposal and Other Emergency Cleanup Services

Background: Request for Proposals (RFP) 3099-19 for Disaster Debris Removal, Reduction, Disposal and Other Emergency Cleanup Services was distributed on May 8, 2019. Seven (7) proposals were received on June 6, 2019.

On July 1, 2019, an evaluation committee met to review, discuss, and score the proposals received. The seven (7) proposals were scored and ranked in the following order.

Rank	Proposer	Total Points	Sum of Ranks
1	CrowderGulf Joint Venture, Inc.	387	7
2	DRC Emergency Services, LLC	378	9
3	Southern Disaster Recovery Services, LLC	374	10
4	Ceres Environmental	346	18
5	Grubbs Emergency Services	344	20
6	Bergeron Emergency Services	340	21
7	TFR Enterprises	285	27

The selection committee recommends award to the top three (3) ranked Contractors; CrowderGulf Joint Venture, Inc., DRC Emergency Services, LLC, and Southern Disaster Recovery Services, LLC at the unit prices submitted in response to RFP 3099-19. In the event that one or more of the Contractors is

activated in response to an event, the Debris Estimate will be brought to Council for approval as soon as possible after the activation.

Requested Action: Approval of unit price term contracts for Disaster Debris Removal, Reduction, Disposal and Other Emergency Cleanup Services with CrowderGulf Joint Venture, Inc., DRC Emergency Services, LLC, and Southern Disaster Recovery Services, LLC.

If for an agenda item, this document and any associated backup created by City of Venice staff has been reviewed for ADA compliance: Yes

City Attorney Review/Approved: Yes

Risk Management Review: Yes

Finance Department Review/Approved: Yes

Funds Availability (account number): N/A

ORIGINAL(S) ATTACHED: Evaluation Score Sheets, Notice of Intent, Solicitation Documents

Cc: Frank Giddens, James Clinch

RFP 3099-19

Disaster Debris Removal, Redduction, Disposal, and other Emergency Cleanup Services

	Evaluator 1 Score	Rank Eval 1	Evaluator 2 Score	Rank Eval 2	Evaluator 3 Score	Rank Eval 3	Evaluator 4 Score	Rank Eval 4	Total Score	Total of Rankings Evaluator	Rank
Bergeron Emergency Services	93	4	85.0	5	75	6	87	6	340	21	6
Ceres Environmental	96	3	73.0	7	83	4	94	4	346	18	4
CrowderGulf	99.3	1	96.3	2	94.3	2	97.3	2	387	7	1
DRC Emergency Services	97.6	2	90.6	3	94.6	1	95.6	3	378	9	2
Grubbs Emergency Services	87	6	87.0	4	77	5	93	5	344	20	5
Southern Disaster Recovery	88.6	5	98.6	1	88.6	3	98.6	1	374	10	3
TFR Enterprises	71.4	7	74.4	6	61.4	7	77.4	7	285	27	7

RFP 3099-19

Disaster Debris Removal, Redduction, Disposal, and other Emergency Cleanup Services

	Demonstrated Experience	Resources	Planning and Performance	Compensation	Total Points
	20 Points	30 Points	30 Points	10 Points	100 Points
Bergeron Emergency Services	20	20	23	30	93
Ceres Environmental	20	23	25	28	96
CrowderGulf	20	25	25	29.3	99.3
DRC Emergency Services	18	25	25	29.6	97.6
Grubbs Emergency Services	20	15	25	27	87
Southern Disaster Recovery	15	20	25	28.6	88.6
TFR Enterprises	10	15	25	21.4	71.4

RFP 3099-19
Disaster Debris Removal, Redduction, Disposal, and other Emergency Cleanup Services

	Demonstrated Experience	Resources	Planning and Performance	Compensation	Total Points
	30 Points	30 Points	30 Points	10 Points	100 Points
Bergeron Emergency Services	15	18	22	30	85
Ceres Environmental	10	15	20	28	73
CrowderGulf	20	25	22	29.3	96.3
DRC Emergency Services	18	18	25	29.6	90.6
Grubbs Emergency Services	14	21	25	27	87
Southern Disaster Recovery	20	25	25	28.6	98.6
TFR Enterprises	15	18	20	21.4	74.4

RFP 3101-19
Disaster Debris Removal, Redduction, Disposal, and other Emergency Cleanup Services

	Demonstrated Experience	Resources	Planning and Performance	Compensation	Total Points
	30 Points	30 Points	30 Points	10 Points	100 Points
Bergeron Emergency Services	10	20	15	30	75
Ceres Environmental	20	20	15	28	83
CrowderGulf	20	25	20	29.3	94.3
DRC Emergency Services	20	25	20	29.6	94.6
Grubbs Emergency Services	10	20	20	27	77
Southern Disaster Recovery	20	20	20	28.6	88.6
TFR Enterprises	10	15	15	21.4	61.4

RFP 3099-19
Disaster Debris Removal, Redduction, Disposal, and other Emergency Cleanup Services

	Demonstrated Experience	Resources	Planning and Performance	Compensation	Total Points
	30 Points	30 Points	30 Points	10 Points	100 Points
Bergeron Emergency Services	17	20	20	30	87
Ceres Environmental	19	22	25	28	94
CrowderGulf	20	23	25	29.3	97.3
DRC Emergency Services	19	22	25	29.6	95.6
Grubbs Emergency Services	19	22	25	27	93
Southern Disaster Recovery	20	25	25	28.6	98.6
TFR Enterprises	15	20	21	21.4	77.4



CITY OF VENICE
401 W. Venice Avenue Venice, FL. 34285
NOTICE OF ACTION

REQUEST FOR PROPOSALS (RFP) # 3099-19

RFQ TITLE: Disaster Debris Removal, Reduction, Disposal and Other
Emergency Cleanup Services

SUBMITTAL DEADLINE: June 6, 2019

SUBJECT: Notice of Intent to Award

Based on Evaluation Committee's review of proposals on July 1, 2019. The City of Venice (City) has ranked proposers responding to the above referenced RFP as follows:

Rank	Proposer	Total Points	Sum of Ranks
1	Crowder Gulf	387	7
2	DRC Emergency Services	378	9
3	Southern Disaster Recovery	374	10
4	Ceres Environmental	346	18
5	Grubbs Emergency Services	344	20
6	Bergeron Emergency Services	340	21
7	TFR Enterprises	285	27

The top three (3) ranked firms (**in bold font above**) are recommended for award.

By: 
Peter A. Boers, Procurement Manager

Date: 7/05/2019



CITY OF VENICE, FLORIDA

**Finance Department
401 W. Venice Avenue
Venice, FL 34285**

Request for Proposals

RFP Number 3099-19

Date of Issue: May 8, 2019

Submission Deadline: June 6, 2019

Title and Purpose of RFP:

**Disaster Debris Removal, Reduction, Disposal and Other
Emergency Cleanup Services**

CITY OF VENICE, FLORIDA
INVITATION
REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the City of Venice invites and will receive sealed proposals from qualified vendors to perform the following work which is described in detail in the Request for Proposals (RFP) specifications.

RFP NUMBER: 3099-19

**RFP TITLE: Disaster Debris Removal, Reduction, Disposal and Other
Emergency Cleanup Services**

PROJECT DESCRIPTION: The City of Venice, Florida (City) is seeking to establish one (1) or more agreement(s) for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks proposals from qualified Contractors with sufficient experience in the specialized management of disaster response labor and subcontractors for the purpose of debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

RFP SUBMITTAL DEADLINE DATE & TIME: June 6, 2019 at 2:00 P.M.

PRE-PROPOSAL CONFERENCE: NO

The City is using a Request for Proposals for this project and will award the contract to the Proposer the City finds, in its sole discretion, best meets the needs of the City.

Specifications and RFP documents are available by calling Onvia DemandStar at (800) 711-1712 or by their Internet address at www.demandstar.com. Proposers may also pick up RFP documents at the City of Venice, Procurement- Finance Department, Room 204, 401 West Venice Ave., Venice Florida 34285, (941) 882-7422, at no charge.

The evaluation committee has been selected by the City to ensure that all proposals are fairly considered. The evaluation committee will perform a review of proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical, financial, federal, and legal requirements of the RFP. Request for clarification letters may include, but not limited to, the following: commitment; performance guarantees and standards; project guarantor commitments; project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The evaluation committee will make a recommendation to the City Council following the evaluation committee's review of all proposals and consideration of any additional evidence or data desired by the evaluation committee.

Qualified firms are invited to deliver one (1) original, five (5) copies, and one (1) electronic version of the response package using the forms provided in a sealed envelope marked **"SEALED REQUEST FOR PROPOSALS, RFP # 3099-19, DISASTER DEBRIS**

REMOVAL, REDUCTION, DISPOSAL AND OTHER EMERGENCY CLEANUP SERVICES”, and delivered to the City of Venice, Procurement- Finance Department, Room 204, City Hall, 401 West Venice Avenue, Venice, Florida 34285. The City assumes no responsibility for proposals received after 2:00 P.M., on June 6, 2019 or at any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late proposals will be held unopened and will not be considered for award.

All questions, comments, or concerns about this RFP must be submitted in writing to Mr. Peter Boers, Procurement- Finance Department, for the City of Venice, Room 204, 401 West Venice Avenue, Venice, FL 34285. Mr. Boers is the only designated representative of the City authorized to respond to comments, questions, and concerns. The City will not respond to comments, questions or concerns addressed to any person other than Mr. Boers. If the City determines that a particular comment, question or concern necessitates a global response to all Proposers, the City will issue a clarifying memorandum or addendum. **The final day that the City will accept questions will be May 24, 2019 by 1:00 P.M.**

The City reserves the right to accept or reject any and/or all proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the City, depending on available competition and timely needs of the City.

The City reserves the right to select a firm with or without interviews, and may decide to select any of the firms submitting proposals. The City reserves the right to award the contract to a responsible proposer submitting a responsive proposal, with a resulting negotiated agreement which is most advantageous and in the best interests of the City.

The City shall be the sole judge of the proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the City reserves the right to make such investigation, as it deems necessary to determine the ability of any proposer to perform the work or service requested.

Proposers, their agents and associates shall not contact or solicit any City Council member, City employee, or official regarding this RFP during any phase of this RFP. Failure to comply with this provision may result in disqualification of the Proposer, at the option of the City. Only that individual listed, as the contact person in this Notice shall be contacted.

CITY OF VENICE, FLORIDA

Peter A. Boers, Procurement Department

PUBLISH: Wednesday, May 8, 2019

Saturday, May 11, 2019

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SEALED REQUEST FOR PROPOSALS

CITY OF VENICE, FLORIDA

RFP# 3088-18

DISASTER DEBRIS REMOVAL, REDUCTION, DISPOSAL AND OTHER EMERGENCY CLEANUP SERVICES

SECTION 1: GENERAL CONDITIONS

DEFINED TERMS

Terms used in this solicitation are defined and have the meaning assigned to them. The term "Offeror" means one that submits a proposal directly to CITY as distinct from a Sub-Offeror, who submits a Proposal to the Offeror. The term "Successful Offeror" means the qualified, responsible and responsive Offeror to whom the City of Venice (on the basis of CITY'S evaluation as hereinafter provided) makes an award. The term "CITY" refers to the City of Venice, a municipal corporation of the State of Florida. The term "RFP" refers to this Sealed REQUEST FOR PROPOSALS. The term "solicitation" refers to the entire RFP package and the Offeror's submittal as a response to this RFP. The term "submittal" refers to all documentation and information as submitted by the Offeror in response to this solicitation. The term "Department" refers to the State of Florida Department of Transportation.

1. OFFEROR REGISTRATION:

Offerors who obtain solicitation documents from sources other than the City or download from <http://www.demandstar.com/> must officially register receipt of the solicitation with the City's Procurement- Finance Department in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Offeror may cause your submittal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued addenda. The City of Venice is not responsible for the accuracy of bid documents and information obtained from any source other than <http://www.demandstar.com/>.

2. CONTACT:

All prospective Offerors are hereby instructed not to contact any member of the City of Venice City Council, City Manager, or City of Venice staff member other than the contact person indicated in this RFP regarding this solicitation or their submittal at any time prior to the final evaluation and recommended ranking by the City staff for this project. Any such contact shall be cause for rejection of your submittal.

3. ADDENDA AND INQUIRIES:

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Offerors may submit written or faxed inquiries regarding this solicitation to the Procurement- Finance Department, 401 West Venice Avenue, Room # 204 Venice, FL 34285, Fax No. (941) 486-2790. The City will respond to written or faxed inquiries received by the posted deadline for questions. Inquiries must reference the date and time of opening, and the solicitation number. Failure to comply with this condition shall result in the Offeror waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by addenda duly issued to each registered Offeror. Receipt of such addenda must be so noted on or within your response. It is the Offeror's responsibility to

make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The City will not respond to oral inquiries.

4. PUBLIC OPENING:

Submittals shall be received in the Procurement- Finance Department, 401 W. Venice Ave, Venice, FL 34285 by the date and time indicated on these documents. As soon as possible thereafter, the names of the Offerors shall be read off at the specified location.

5. DELAYS:

The City, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the City to do so. The City will notify Offerors of all changes in scheduled due dates by written addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL:

6.1 Address to send submittal:

Procurement- Finance Department

City of Venice

401 W. Venice Ave, Room # 204.

Venice, FL 34285

6.2 The outside of the envelope/container must be identified with the solicitation number and title as stated above. The envelope/container must also include the Offeror's name and return address.

6.3 Submittals may be withdrawn by an appropriate document duly executed (in the manner that a Submittal must be executed) and delivered to the place where Submittals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Submittal will not prejudice the rights of an Offeror to submit a new Submittal prior to the opening date and time. After expiration of the period for receiving Submittals, no Submittal may be withdrawn or modified.

6.4 Withdrawal of Submittals after Opening Date: Submittals, once opened, become the property of the City and will not be returned to the Offerors. Submittals not so withdrawn before the opening constitute an irrevocable offer for a period of one-hundred-eighty (180) days to provide the City the services set forth in these specifications until one or more of the proposals have been accepted by City staff. No Offeror may withdraw their proposal during this one-hundred-eighty (180) day period.

6.5 Number of Submittal Copies: Offerors shall submit four (4) complete sets (one original and three copies) of the submittal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Offeror understands that responding to this solicitation does not constitute an agreement or contract with the Offeror. A submittal is not binding until submittal is reviewed and

accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a submittal to the City on or before the specified date and time is solely and strictly that of the Offeror. The City will not be responsible for any delay, for any reason whatsoever. Submittals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Submittals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Department by the date and time specified for opening.

6.8 LATE SUBMITTALS – Submittals received after the date and time of the opening will not be considered and will not be opened. It will be the Offeror's responsibility to make arrangements for the return of their submittal at their expense.

7. PRICES, TERMS AND PAYMENT:

7.1 Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.

7.2 BID PRICE/MISTAKES: The bidder shall show in the proposal both the unit price and the total amount on items when indicated. In the event of discrepancy between the unit price and the extension, THE UNIT PRICE SHALL PREVAIL. Prices shall be extended in decimals.

7.3 INVOICING AND PAYMENT: The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the purchase order number. THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY. The City reserves the right to pay for purchases made under any agreement resulting from a solicitation through its Purchasing Card Program which utilizes VISA credit cards, check or the ACH (Automated Clearing House) process. When payment is received utilizing the City credit card, an original invoice should not be mailed to the Finance Department. Only the credit card receipt is issued for this charge with the original receipt being provided with the delivery to the individual cardholder placing the order. No surcharges will be accepted for the use of purchasing cards.

7.4 TAXES: The purchase of certain items by the Contracting Entity are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City governments. Such taxes must not be included in proposal prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

8. CONDITION AND PRICING:

It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

9. SAFETY STANDARDS:

Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of occupational Safety and Health Act and any standards.

10. MANUFACTURER'S NAME AND APPROVED EQUIVALENTS:

Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The bidder may offer any brand for which he/she is an authorized representative, which meets or exceeds the bid specification for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's product name and reference number. Bidder shall submit with his/her proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do

not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form. The City's Purchasing Office is to be notified of any proposed changes in (a) materials used, (b) manufacturing process, or (c) construction. However, changes shall not be binding upon the City unless evidenced by a Change Notice issued and signed by the Purchasing Director or designated representative.

11. DELIVERY:

All prices shall be F.O.B. Destination, Venice, Florida. Delivery date and warranties must be written out and submitted with bids. Delivery dates, as specified, must be met.

12. ADDITIONAL PURCHASES ("PIGGY-BACK") BY OTHER PUBLIC AGENCIES:

The vendor, by submitting a bid, authorizes other Public Agencies to "Piggy-Back" or purchase equipment or services being proposed in this invitation to bid at prices bid unless otherwise noted on the proposal sheet.

13. SUBMITTAL PREPARATION COST:

The City shall not be liable for any expense incurred in connection with preparation of a submittal to this document. Offerors should prepare a straightforward and concise description of the Offeror's ability to meet the requirements of this document.

14. ACCURACY OF SUBMITTAL INFORMATION:

Any Offeror, who states in their submittal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

15. LICENSES:

Licensed and Certified: Offeror's, both corporate and individual, must be fully licensed and certified for the type of work to be performed in the state of Florida at the time of submittal and during the entire Contract time.

16. LOCAL PREFERENCE- NOT APPLICABLE

~~16.1 Unless otherwise noted in the solicitation, preference shall be given to a "local business" in the awarding of any Invitation to Bid (ITB), Request for Proposal (RFP) or Request for Qualifications (RFQ) in accordance with Section 2-217 of the City of Venice's Code. Local preference shall not apply to other types of solicitations unless explicitly stated in the subject solicitation.~~

~~16.2 "Local business" means the vendor has paid a local business tax to either Sarasota, Manatee, DeSoto or Charlotte County, whichever county the vendor is located, if applicable prior to bid submission that authorizes the vendor to provide the commodities or services to be purchased, and maintains a permanent physical business address located within the limits of either Sarasota, Manatee, DeSoto or Charlotte County from which the vendor operates or performs business, and at which at least one full time employee is located.~~

~~16.3 In addition, fifty percent (50%) or more of the employees based at the local business location must reside within Sarasota, Manatee, DeSoto or Charlotte County.~~

~~16.4 In the event the local office is not the primary location of the vendor, at least ten percent (10%) of the vendor's entire full time employees must be based at the local office location. Alternatively, this requirement may be satisfied if at least one corporate officer, managing partner or principal owner of the vendor resides in Sarasota, Manatee, DeSoto or Charlotte County.~~

~~16.5 Offerors wishing to be given preference as a local business must submit with their offer, all of the Local Preference documentation identified in the "Required Forms Section" of the solicitation.~~

~~16.6 For local preference to be granted, the name of the company represented on the required forms must be the same as the name on the Local Preference documentation.~~

~~16.7 Information regarding Sarasota County's Local Business Tax can be found at www.sarasotataxcollector.gov/nmax.com.~~

~~16.8 In case of a proposal submitted by more than one entity, any one of those entities can qualify the proposal for the local preference. Subcontractors or sub consultants cannot qualify a proposal for local preference.~~

17. POSTING OF NOTICE OF INTENT:

A notice of intent for award will be posted for review by interested parties in City Hall and on the City's website prior to submission through the appropriate approval process to the appropriate level for final approval of award.

18. PUBLIC RECORDS/TABULATION:

Submittals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on Demand Star at their Internet Website at <http://www.demandstar.com/>.

All records associated with the project and completion of the project itself must be retained for six (6) years after completion of the project or until all audits, claims, litigation or other actions have been released (whichever occurs later).

The vendor shall furnish and cause each of its own or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, Sarasota City, Housing and Urban Development or its agent, or other authorized federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

19. RESERVED RIGHTS:

19.1 The City reserves the right to waive formalities in any submittal, and to reject any or all submittals in whole or in part, with or without cause and/or to accept the submittal that in the City's judgment will be in the best interest of the City. The City specifically reserves the right to reject any conditional submittal.

19.2 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all submittals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional submittals. Submittals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

19.3 City reserves the right to reject the submittal of any Offeror if the City believes that it would not be in the best interest of the City to make an award to that Offeror, whether because the submittal is not responsive or the Offeror is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by City.

19.4 The City reserves the right to terminate the contract with any vendor who fails to meet a deadline or shows incompetency.

20. INSURANCE:

20.1 Before performing any work, the Contractor shall procure and maintain, during the life of the Contract, insurance listed below. The policies of insurance shall 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 A:VII. No changes are to be made to these specifications without prior written specific approval by the City.

20.2 The City of Venice is to be specifically included as an **ADDITIONAL INSURED** (with regards to General Liability and Business Auto).

20.3 The City of Venice shall be named as Certificate Holder. **Please Note that the Certificate Holder should read as follows:**

The City of Venice
401 W. Venice Avenue
Venice, FL 34285

No City Division, Department, or individual name should appear on the certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

20.4 Required Coverage

a. **Commercial General Liability:** including but not limited to bodily injury, property damage, contractual liability, products and completed operations, and personal injury with limits of not less than \$1,000,000 per occurrence, \$1,000,000 aggregate covering all work performed under this Contract. Include broad form property damage (provide insurance for damage to property under the care custody and control of the contractor)

b. **Business Auto Policy:** including bodily injury and property damage for all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000 combined single limit covering all work performed under this Contract.

c. **Workers Compensation:** Contractor will provide Workers Compensation Insurance on behalf of all employees, including subcontractors, who are to provide a service under this Contract, as required under Florida Law, Chapter 440, and Employers Liability with limits of not less than \$100,000 per employee per accident; \$500,000 disease aggregate; and \$100,000 per employee per disease.

d. **Professional Liability:** The Contractor will have and maintain during the term of the Contract, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract in the amount specified in the Contract.

The Contractor will have and maintain during the term of the Contract, a professional liability insurance policy or policies, or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording professional liability coverage for the professional services to be rendered in accordance with the Contract in the amount specified in the Contract.

20.5 Policy Form:

a. All policies required by this Contract, with the exception of Workers Compensation, or unless specific approval is given by the City, are to be written on an occurrence basis, shall name the City of Venice, its Elected Officials, Officers, Agents, Employees as additional insured as their interest may appear under this Contract. Insurer(s), with the exception of Workers Compensation, shall agree to waive all rights of subrogation against the City of Venice, its Elected Officials, Officers, Agents, and Employees.

b. Insurance requirements itemized in this Contract, and required of the Contractor, shall be provided on behalf of all subcontractors to cover their operations performed under this Contract. The Contractor shall be held responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

c. Each insurance policy required by this Contract shall:

(1) apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability;

(2) be endorsed to state that coverage shall not be suspended, voided or canceled by either party except after thirty (30) calendar days prior written notice by certified mail, return receipt requested, has been given to the City of Venice's Director of Administrative Services.

d. The City shall retain the right to review, at any time, coverage form, and amount of insurance.

e. The procuring of required policies of insurance shall not be construed to limit Contractor's liability nor to fulfill the indemnification provisions and requirements of this Contract.

f. The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of any deductible and/or retention to which such policies are subject, whether or not the City is an insured under the policy. In the event that claims in excess of the insured amounts provided herein are filed by reason of operations under the contract, the amount excess of such claims, or any portion thereof, may be withheld from any payment due or to become due to the contractor until such time the contractor shall furnish additional security covering such claims as may be determined by the City.

g. Claims Made Policies will be accepted for professional and hazardous materials and such other risks as are authorized by the City. All Claims Made Policies contributing to the satisfaction of the insurance requirements herein shall have an extended reporting period option or automatic coverage of not less than two 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.

h. Certificates of Insurance evidencing Claims Made or Occurrence form coverage and conditions to this Contract, as well as the City's Bid Number and description of work, are to be furnished to the City's Director of Administrative Services, 401 West Venice Avenue, Venice, FL 34285, ten (10) business days prior to commencement of work and a minimum of thirty (30) calendar days prior to expiration of the insurance policy.

i. Notices of Accidents and Notices of Claims associated with work being performed under this Contract, shall be provided to the Contractor's insurance company and the City's Director of Administrative Services, as soon as practicable after notice to the insured.

j. All property losses shall be payable to, and adjusted with the city

k. The City may increase or decrease the coverage and coverage limits required of the contractor by change order.

21. INDEMNIFICATION/HOLD HARMLESS:

The Offeror shall defend, indemnify and hold the City, the City's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Offeror, its sub-contractors and their officers, directors, agents or employees; any failure of the elected firm to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected firm representations as set forth in the proposal or any other failure of the elected firm's to comply with the obligations on its part to be performed under this contract.

22. PUBLIC ENTITY CRIMES/NON-COLLUSIVE AFFIDAVIT :

22.1 Each Offeror shall complete the Non-Collusive Affidavit and the Public Entity Crimes Form and shall submit the forms with the submittal. CITY considers the failure of the Offeror to submit these documents to be a major irregularity and may be cause for rejection of their submittal.

22.2 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not

be awarded or perform work as a Offeror, supplier, Sub-Officer, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

22.3 Termination for Cause: Any Agreement with the City obtained in violation of this Section shall be subject to termination for cause. A Sub-Officer who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a Sub-Officer acceptable to the City.

23. GRATUITIES AND KICKBACKS:

23.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.

23.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-Officer under a Contract to Offeror or higher tier Sub-Officer any person associated therewith, as an inducement of the award of a subcontract or order.

23.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.

24. EQUAL EMPLOYMENT OPPORTUNITY:

Offeror shall be in compliance with Executive Order 11426 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

25. SPECIAL REQUIREMENTS FOR PROJECTS PAID BY THE DEPARTMENT OF TRANSPORTATION:

25.1 The City encourages DBE firms to compete for CITY professional services projects, and also encourages non-DBE Contractors to use DBE firms as sub-contractors. However, use of DBE sub-contractors is not mandatory and no preference points will be given in the selection process for DBE participation. Contractors are required indicate their intention regarding DBE participation in the DBE Participation Statement contained in the Appendix to this Request for Proposal and to submit that statement with their technical proposal.

25.2 Federal law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the City in this endeavor, Contractors are requested to submit the Bidder's Opportunity List contained in the Appendix to this Request for Proposal with their technical proposal. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this project. However, any firm previously shown on such a list need not be included.

25.3 Contractor Affidavits: The Contractor shall submit all forms provided in Appendix.

25.4 The Certification Regarding Debarment and Truth-In-Negotiations Certification shall be executed by an officer of the firm, associates or corporation submitting the proposal, and shall be sworn to before a person who is authorized by law to administer oaths.

25.5 The Certification for Disclosure of Lobbying Activities form shall be submitted by the proposed Prime Contractor and Sub-contractors. If a Standard Form-LL has previously been submitted to a government agency and there has been no material change, a copy of the previous submission is sufficient.

25.6 Federal Law requires states to maintain a database of all firms that are participating or attempting to participate in DOT-assisted contracts. To assist the Department in this endeavor, Contractors are required to submit the Bid Opportunity List. The list should include yourself as well as any prospective sub-contractor that you contacted or who has contacted you regarding this project. Any firms that have previously been shown on such a list need not be included.

26. TERMS FOR FEDERAL AID CONTRACTS:

The following terms apply to this contract which involves the expenditure of federal funds:

26.1 It is understood and agreed that all rights of the Department relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans specifications, maps data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

26.2 It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of U.S.D.O.T., anything to the contrary in this Agreement notwithstanding.

26.3 **COMPLIANCE WITH REGULATIONS:** The Contractor shall comply with the regulations of the U.S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of the contract.

26.4 **NONDISCRIMINATION:** The Contractor, with regard to the work performed by him after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, religion, sex or national origin in the selection and retention of Sub-Offertors, including procurements of material, and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the program set forth in Appendix B of the Regulations.

26.5 **SOLICITATIONS FOR SUBCONTRACTS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT:** In all solicitations made by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential Sub-Offertor, supplier or lessor shall be notified by a Contractor of the Contractor's obligations under this contract and the regulations relative to nondiscrimination on the grounds of race, color religion, sex or national origin.

26.6 **INFORMATION AND REPORTS:** The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall certify to the Department, or the U.S. Department of Transportation, as appropriate, and shall set forth what efforts it has made to obtain the information.

26.7 **SANCTIONS OF NONCOMPLIANCE:** In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State of Florida Department of Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to,

1. withholding of payments to the Contractor under the contract until the Contractor complies and/or
2. cancellation, termination or suspensions of the Contract, in whole or in part.

26.8 **INCORPORATION OR PROVISIONS:** The Contractor will include the provisions of Section 25.11, part 1 and 2 of the General

Conditions in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State of Florida Department of Transportation or the U.S. Department of Transportation 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 Sub-Offertor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

26.9 **INTEREST OF MEMBERS OF CONGRESS:** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this contract or to any benefit arising therefrom.

26.10 **INTEREST OF PUBLIC OFFICIALS:** No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall be any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States, and public corporations, boards, and commissions established under the laws of any State.

26.11 It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

26.12 It is understood and agreed that if the Contractor at any time learns that the certification it provided the Department in compliance with CFR, Section 23.51, was erroneous when submitted or has become erroneous by reason changed circumstances, the Contractor shall provide immediate written notice to the Department. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Contractor in all lower tier covered transactions and in all aforementioned federal regulation.

26.13 The Department hereby certifies that neither the Contractor nor the Contractor's representative have been required by the Department, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

A. employ or retain, or agree to employ or retain, any firm or person, or

B. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

26.14 The Department further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

26.15 The Contractor hereby certifies that it has not:

A. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Offertor) to solicit or secure this contract;

B. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

C. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Offertor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

26.16 The Contractor further acknowledges that this agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

27. CONFLICT OF INTEREST:

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

October 1, 1975.

Qualification for elective office.

Appointment to public office.

Beginning public employment

28. DRUG FREE WORKPLACE:

The City of Venice has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the City of Venice workplace.

The City of Venice requests the attached Drug Free Workplace Affidavit to accompany your response. This form has been adopted by the City in accordance with the Drug Free Workplace Act. The City will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two or more separate entities have submitted proposals at the same price, terms and conditions.

29. APPLICABLE LAWS:

Interested parties are advised that all City contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable City Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Offeror and the City for any terms and conditions not specifically stated within the context of this contract.

30. COMPETENT PERSONNEL:

All interested firms are to warrant that services shall be performed by skilled and competent personnel to the highest professional standards in this scope of work.

31. EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

31.1 Before delivering a submittal, each Offeror must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Offeror's observations with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

31.2 The Offeror, by and through delivering a submittal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services.

32. SPECIFICATIONS:

32.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any

point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

32.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the Specifications in every respect.

33. CANCELLATION CLAUSE:

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of this contract by a thirty (30) day written notice of intent forwarded to the successful Offeror.

34. ACCEPTING CONTENT OF PROPOSAL:

By delivering a submittal in response to this solicitation document, the Offeror certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Submittals shall be returned in the sequential manner as requested in the "Submittal Format and Requirements" section of this solicitation.

35. TAXES:

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The City of Venice is exempt from the payment of Federal and State taxes, including sales tax. Your cost proposal shall not include sales tax to be collected from the City. The City's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the City.

36. ASSIGNMENT:

36.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.

36.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Successful Offeror shall thereupon cease and terminate.

37. SOLICITATION FORMS:

37.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Offeror may offer an alternative service. Alternate submittals may be submitted for consideration. It will be at the City's sole discretion to accept or reject any and all alternate submittals received.

37.2 This solicitation presents the City's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Offerors are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the City.

37.3 Submittals may be delivered, which deviate from the requirements herein, providing that they are clearly identified as alternate submittals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the City that an alternative proposal be considered. Such alternative proposals will be provisionally accepted for consideration, subject to the reserved right of the City to make the determination whether the above stated conditions for alternate proposals have been

satisfied and subject further to the reserved right of the City to accept or reject these proposals upon the basis of the determination.

38. DISCLOSURE – PUBLIC OFFICER, PUBLIC EMPLOYEE OR ADVISORY BOARD MEMBER OF CITY:

38.1 Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit any public officer, employee, or advisory board member of the City from holding any employment or contractual relationship with any business entity doing business with the City. Section 112.313(12) provides that a public officer, employee, or advisory board member will not be in violation of the prohibition if all three of the following conditions are met. The filing of the disclosure form with the Supervisor of Elections is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be submitted as part of the proposal.

38.2 Bid is awarded under a sealed, competitive Proposal to lowest or best Proposer system. Advisory board member is required to, prior to or at the time of the submission of the proposal, file a statement with the Supervisor of Elections, disclosing his interest and the nature of the intended business. The form is entitled "Form 3A Interest in Competitive Proposal for Public Business," a copy of which is available from the City's Purchasing department.

38.3 The public officer, employee, or advisory board member, spouse, or child is required to have in no way used or attempted to use his influence to persuade a member of the City or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

38.4 The public officer, employee, or advisory board member, spouse, or child is required to have in no way participated in the determination of the Bid specifications or the determination of the lowest or best Proposer.

39. CIVIL RIGHTS:

A. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

The CONTRACTOR or SUBGRANTEE shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONTRACTOR or SUBGRANTEE shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of (Florida Department of Transportation, the Federal Highway Administration, Federal Aviation Administration, the US Department of Energy, US Department of Justice, or Office of Housing and Urban Development) assisted contracts. Failure by the CONTRACTOR or SUBGRANTEE to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy, as the City deems appropriate.

Each subcontract the CONTRACTOR or SUBGRANTEE signs in regards to this federal aid PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONTRACTOR or SUBGRANTEE agrees to comply with all applicable federal implementing regulations and other implementing requirements the Federal government may issue.

B. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this AGREEMENT:

(1) Race, Color, Creed, National Origin, Sex - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONTRACTOR or SUBGRANTEE agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Employment Opportunity, Department of Labor," 41 C.F.R.

Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT.

The CONTRACTOR or SUBGRANTEE agrees to take all reasonable steps to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(2) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONTRACTOR or SUBGRANTEE agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(3) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONTRACTOR or SUBGRANTEE agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONTRACTOR or SUBGRANTEE agrees to comply with any implementing requirements the Federal government may issue.

(4) Access to Services for Persons with Limited English Proficiency - To the extent applicable and except to the extent that the Federal agency determines otherwise in writing, the CONTRACTOR or SUBGRANTEE agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001. The City's LEP Plan is available in the Title VI/ADA plan at City facilities or may be viewed online at www.venicegov.com

(5) Drug or Alcohol Abuse - Confidentiality and Other Civil Rights Protections - To the extent applicable, the CONTRACTOR or SUBGRANTEE agrees to comply with the confidentiality and other civil rights protections of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. §§ 1101 et seq., with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, as amended, 42 U.S.C. §§ 4541 et seq., and with the Public Health Service Act of 1912, as amended, 42 U.S.C. §§ 201 et seq., and any amendments to these laws.

(6) Other Nondiscrimination Laws - The CONTRACTOR or SUBGRANTEE agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONTRACTOR or SUBGRANTEE also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance, modified only if necessary to identify the affected parties.

40. BID PROTESTS:

In any case where a bidder wishes to protest either the results of or the intended disposition of any bid, the bidder must:

40.1 File a written notice to the City Manager of the bidder's intention to protest within one (1) business day of the bid opening or the City's declaration of intent with regard to the disposition. Upon receipt of a protest, the bid process shall be suspended until the protest procedure herein described has been completed.

40.2 Within five (5) days of filing the written notice of intent to protest, the protester shall file a formal written protest with the City Manager, acting as the bid protest officer, explaining in detail the nature of the protest and the grounds on which it is based. During this five-day period, the protester is encouraged to attempt to resolve the issue with the City's Finance Department.

40.3 The protester must include with the formal written protest a bid protest bond in the form of a certified check, cashier's check or money order made payable to the city in an amount equal to five percent (5%) of the lowest acceptable bid. The bond will be deposited with the Cashier's Office where it will be put into an account and the protester will receive a receipt. 40.4 Upon timely receipt of the formal written protest and protest bond, the City must:

(1) Issue formal findings of fact and a written decision with regard to the validity or non-validity of the formal written protest within ten (10) business days of the City's receipt of the protest.

(2) Within two (2) business days of receipt of the formal findings of fact and written decision, the City shall notify the protester of the decision of the bid protest officer. Such notification shall be transmitted via certified return receipt mail.

40.5 Should the protest be found to be without merit or validity, the bid protest bond shall be forfeited to the City in its entirety, and the bid process may resume. If a decision favorable in whole or in part to the protest is rendered, a check for the full amount of the bond will be returned to the protester.

41. FEDERAL COMPLIANCE - CONTRACTOR shall comply with the following Federal requirement as they apply to:

41.1. ACCESS BY THE GRANTEE, SUBGRANTEE, FEDERAL GRANTOR AGENCY AND COMPTROLLER GENERAL - The CONTRACTOR shall allow access by the grantee, subgrantee, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.

41.2. CLEAN AIR ACT—(41 U.S.C. 7401-7671q) AND THE FEDERAL WATER POLLUTION CONTROL ACT (U.S.C. 1251-1387), AS AMENDED - Contracts and subgrants in excess of \$150,000 must contain a provision that require the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7402-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

41.3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. 3701-3708) - All contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surrounding or under working conditions which are unsanitary, hazardous or dangerous.

These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

41.4. COPELAND ANTI-KICKBACK ACT - The CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and subgrants for construction or repair).

41.5. 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.

41.6. DISADVANTAGE BUSINESS ENTERPRISES (DBE) CONTRACTORS CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS - The CONTRACTOR agrees to ensure that Disadvantage Business Enterprises have the maximum opportunity to participate in the performance of contracts and this agreement. In this regard, CONTRACTOR shall take all necessary and reasonable steps in accordance with 2 C.F.R., Part 200.321, as amended, to ensure that the Disadvantaged Business Enterprises have the maximum opportunity to compete for and perform contracts.

Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using 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; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

41.7. ENERGY POLICY AND CONSERVATION ACT - The CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

41.8. EQUAL EMPLOYMENT OPPORTUNITY - The CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or subgrantees).

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or 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.

The applicant 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 applicant so participating 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.

The applicant 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.

The applicant 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 applicant 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.

(9) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

(10) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

(11) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically

incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

41.9. REPORTING

- i. Reports Submission: Per 44 CFR 13.50, when the appropriate grant award performance period expires, the Grantee shall submit the following documents within 90 days: (1) Financial performance or Progress Report; (2) Financial Status Report (SF 269) or Outlay Report and Request for Reimbursement for Construction Programs (SF-271) (as applicable); (3) Final request for payment (SF-270) (if applicable); (4) Invention disclosure (if applicable); and (5) Federally owned property report.
- ii. Reports Acceptance: FEMA shall review the Grantee reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Grantee's and FEMA's records, and close out the grant in writing.

41.10. SAFETY COMPLIANCE. It shall be the CONTRACTOR's sole responsibility to comply with all City, Local, State and Federal rules and regulations while performing work for the City, which include all FEMA and OSHA protocols relating to safety equipment and procedures. These regulations include, but are not limited to: safe working environment for properly constructed and maintained monitory towers, debris management site operations, debris pick up, debris transportation.

41.11 PROCURMENT OF RECOVERED MATERIALS – The CONTRACTOR must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conversation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials defined in the EPA guidelines.

41.12. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689) – Any contracts awarded (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System of Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement the Executive Orders 12549 (3 CFR par 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.

41.13. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as amended)– Contractors who apply or bid for an award \$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 any 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.

41.14. Contracts for more than the simplified acquisition threshold currently set at \$150,000 which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for sanction and penalties as appropriate.

The Contractor acknowledges that they have read the above information and agrees to comply with all the above RFP requirements.

END OF SECTION

SECTION 2: SCOPE OF WORK

1. BACKGROUND

1.1. The City of Venice, Florida (City) is seeking to establish one (1) or more agreement(s) for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks proposals from qualified Contractors with sufficient experience in the specialized management of disaster response labor and subcontractors for the purpose of debris removal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

1.2. The City has received acceptance from the Federal Emergency Management Agency (FEMA) for the City's Debris Management Plan to participate in the Public Assistance Alternative Procedures Pilot Program for Debris Removal. It is the full intention of the City to receive an additional cost share increase by completing debris removal projects within a 90 day timeframe.

1.3. Definitions

ACM – Asbestos Containing Material

Authorized Representative – City employees and/or contracted individuals designated by the City or Debris Manager.

CCSWDC – Central County Solid Waste Disposal Complex (also referred to as Sarasota County Landfill or Landfill)

CEI – Construction Engineering & Inspection

CFR – Code of Federal Regulations

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 approximately 75 percent, based on data obtained during reduction operations. The terms "chipping" and "mulching" are often used interchangeably.

Cleanup Crew – A group of individuals and/or an individual working for the disaster debris collection Contractor collecting disaster debris.

Construction and Demolition Debris (C&D) – See "Eligible" Constructions and Demolition Debris

City – City of Venice, Florida

Contractor-

City Designated Final Disposal Site – Central County Solid Waste Disposal Complex (CCSWDC) located at 4000 Knights Trail Rd, Nokomis, FL, 34275 or other final disposal sites or end users as designated and approved in writing by the City.

Debris – Items and materials broken, destroyed or displaced by a natural or man-made federally declared disaster. Examples of debris include, but are not limited to, trees, construction and demolition debris and personal property.

Debris Clearance – Clearing roads by pushing debris to the roadside to accommodate emergency traffic.

Debris Management Site (DMS) – A location to temporarily store, reduce, segregate and/or process debris before it is hauled to its final disposition. May also be referred to as a Temporary Debris Storage and Reduction Site (TDSR Site) or Temporary Debris Staging and Processing Facility (TDSPF).

Debris Manager – The City shall designate a Debris Manager, who shall lead the debris removal process and provide general oversight for all phases of debris removal operations within the City.

Debris Monitor – the Contractor hired by the City to verify that debris operations are being conducted in a manner that is in compliance with Federal, State and local regulations.

Debris Monitoring – Actions taken by applicants in order to document “Eligible” quantities and reasonable expenses during debris activities to ensure that the work complies with the agreement scope-of-work and/or is “Eligible” for Federal or State grant reimbursement.

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.

Debris Removal Contractor – Conducts debris removal operations per the terms of the agreement. Term includes primary Contractor, subcontractors and individual crews.

Demobilization – Following the completion of services provided under the resulting agreement, the Contractor shall remove all equipment, supplies and other associated materials involved in the services provided to the City. The Contractor shall leave all sites utilized clean and restored to the original state as approved by the City and verified through soil and groundwater samples.

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.

DEP – Florida Department of Environmental Protection (FDEP)

DDIR – Detailed Damage Inspection Report

Disaster Specific Guidance – 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.

DMS – Debris Management Site

DOT – Department of Transportation (Generally Florida DOT)

“Eligible” – “Eligible” means qualifying for and meeting the most current stipulated requirements (at the time written Task Orders are issued and executed by the City to the Contractor) of the Public Assistance grant program, FEMA Publication 321, FEMA Publication 322, FEMA Publication 323, FEMA Publication 325 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.

“Eligible” Construction and Demolition Debris – FEMA Publication 325 defines “Eligible” construction and demolition (C&D) debris as damaged components of buildings and structures such as: lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings and fixtures that are a result of a declared disaster event. (Note: This definition of C&D is for disaster recovery purposes and is not the same definition commonly used in other solid waste documents, such as FDEP Chapter 62-701.) Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an “Eligible” applicant’s improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

“Eligible” Hanger – An “Eligible” Hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for hazardous hangers according to FEMA Publication 325 are:

- The limb must be greater than two inches in diameter at the point of breakage;
- The limb must be suspended in a tree and threatening a public-use area; and
- The limb must be located on improved public property.

“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 FEMA Publication 325 are:

- The stump has fifty percent (50%) or more of the root-ball exposed.
- The stump is greater than twenty-four (24) inches in diameter when measured twenty-four (24) inches from the ground.
- The stump is located on a public right-of-way.
- The stump poses an immediate threat to public health and safety.

“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:

- HHW must be located within a designated disaster area and be removed from an “Eligible” applicant’s improved property or right-of-way.
- HHW removal must be the legal responsibility of the applicant.
- 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 shall only be collected in the City with written authorization by the Debris Manager. The disposal of all hazardous waste must be in accordance with all rules and regulations of local, state and federal regulatory agencies.

“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 a significant threat to the public and the tree is six (6) inches in diameter or greater as measured 4.5 feet from the ground. The current eligibility requirements for leaning trees according to FEMA Publication 325 include:

- The tree has more than fifty percent (50%) of the crown damaged or destroyed (requires written documentation from an arborist).
- The tree has a split trunk or broken branches that expose the heartwood.
- The tree has fallen or been uprooted within a public use area.
- The tree is leaning at an angle greater than thirty (30) degrees.

“Eligible” Vegetative Debris – As outlined in FEMA Publication 325, “Eligible” Vegetative Debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material. Vegetative debris shall largely consist of mounds of tree limbs and branches piled along the public ROW by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an “Eligible” applicant’s improved property or right-of-way.
- Debris removal must be the legal responsibility of the applicant.
- Debris must be a result of the major disaster event.

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

- White goods must be located within a designated disaster area and be removed from an “Eligible” applicant’s improved property or ROW.
- White goods removal must be the legal responsibility of the applicant.
- White goods must be a result of the major disaster event.

Emergency Relief Program – Provides for the funding of emergency roadway clearing and first pass disaster debris removal on federal aid highways.

EPA – United States Environmental Protection Agency

ER – Emergency Relief

E-Waste – End of life electronics, typically televisions, computers and related peripheral components

FDEP – Florida Department of Environmental Protection (DEP)

FDOT – Florida Department of Transportation

FEMA – Federal Emergency Management Agency

FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

- Eliminating immediate threats to lives, public health and safety.

- Eliminating immediate threats of significant damage to improved public or private property.
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

FHWA – Federal Highway Administration

Force Account Labor – Labor performed by the applicant's permanent, full time or temporary employees.

Garbage – Waste that is regularly picked up by an applicant. Common examples of garbage are food, packaging, plastics and papers.

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.

Hangers – See "Eligible" Hanger

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.

HHW – Household Hazardous Waste

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.

Household Hazardous Waste – See "Eligible" Household Hazardous Waste

HWTSDf – Hazardous Waste Treatment, Storage and Disposal Facility.

JRTS – The Jackson Road Transfer Station operated by the Sarasota County Solid Waste Management Division located at 250 S. Jackson Road, Venice, FL 34292.

Landfill – The Central County Solid Waste Disposal Complex (CCSWDC) managed by the Sarasota County Solid Waste Business Unit located at 4000 Knights Trail Road, Nokomis, FL 34275.

Leaners – See "Eligible" Leaner

Monitor – Person that observes day-to-day operations of debris removal crews to ensure they are performing "Eligible" work, meeting the City's expectations and contractual requirements and are in compliance with all applicable Federal, State and local regulations.

Mulching or Chipping – See Chipping or Mulching

Mutual Aid Agreement - A written understanding between communities and States obligating assistance during a disaster. See FEMA RP9523.6, Mutual Aid Agreements for Public Assistance and Fire Management Assistance.

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.

OSHA – Occupational Safety and Health Administration

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

PPE – Personal Protective Equipment. May also be referred to as "Safety Gear."

Public Drop-Off Site – a City approved location where residents from designated locations can bring their own "Eligible" Vegetative Debris.

RACM – Regulated Asbestos Containing Material

RCRA – Resource Conservation and Recovery Act

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

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

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

RFB – Request for Bid

RFP – Request for Proposal

Right of Entry – 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.

Right-of-Way – 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.

ROE – Right-of-entry

ROW – Right-of-way

RRC – Rapid Response Crew

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.

Sarasota County Landfill – Central County Solid Waste Disposal Complex

SWBU – The City of Venice Solid Waste Division

Task Order – City document used to assign tasks/work to the Contractor.

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).

TDSR Site – Temporary Debris Storage and Reduction Site

Temporary Debris Storage and Reduction Site – Temporary Debris Storage and Reduction (TDSR) sites are locations designated by the City for the storage and reduction of disaster related debris.

Tipping Fee – A fee charged by landfills or other waste management facilities based on the weight or volume of debris dumped.

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.

White Goods – See “Eligible” White Goods

1.4. Acronyms

ACM	Asbestos Containing Material
BCC	Sarasota County Board of County Commissioners
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 FEDP)
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
NRCS	Natural Resources Conservation Service
NRP	National Response Plan
OSHA	Occupational Safety and Health Administration
PA	Public Assistance
PDA	Preliminary Damage Assessment
PNP	Private Non-Profit
PPDR	Private Property Debris Removal
PPE	Personal Protective Equipment
PW	Project Worksheet
RACM	Regulated Asbestos Containing Material
RCRA	Resource Conservation and Recovery Act
RFB	Request for Bid
RFP	Request for Proposals
ROE	Right-of-Entry
ROW	Right-of-Way
RRC	Rapid Response Crew
SHPO	State Historic Preservation Officer
SWBU	Solid Waste Business Unit (Sarasota County)
TDSPF	Temporary Debris Staging and Processing Facility
TDSR Site	Temporary Debris Storage and Reduction Site
USACE	United States Army Corps of Engineers
USCG	United States Coast Guard
USDA	United States Department of Agriculture
WSRA	Wild and Scenic Rivers Act

2. PRE-EVENT COORDINATION MEETING & ANNUAL TRAINING

2.1. The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.

3. DESCRIPTION OF WORK AREA

3.1. The work area for debris removal (the City right-of-way) is bound by the City limits and includes public property and Right-of-Ways (ROW), and may include private segments within the jurisdictional boundaries of the City. The Debris Manager may also authorize the Contractor to perform debris removal on or other areas, as directed in writing. If tasked with debris removal on Federal Highway Administration (FHWA) Emergency Relief (ER) Program "Eligible" roadways, the Contractor shall be required to provide crews separate from those providing City ROW debris removal services. The crews allocated to provide debris removal from FHWA-ER "Eligible" roadways shall only collect debris from FHWA-ER "Eligible" roadways. Further, the Contractor shall abide by all eligibility requirements and guidance set forth by FHWA for debris removal on FHWA-ER Program "Eligible" roadways. Please see "Eligible" in the Definitions section for additional details.

3.2. The Debris Manager shall authorize and approve which services the Contractor shall provide, the zones the Contractor shall work in and the prioritization of work to be performed.

4. SERVICE SCOPE – DISASTER OPERATIONS

4.1. Work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the Debris Manager. Work shall also include the clearing and removing of “Eligible” debris as most currently defined (at the time written Task Orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines, Federal Emergency Management Agency (FEMA) Publication 321 – Public Assistance Policy Digest, FEMA Publication 322 – Public Assistance Guide, FEMA Publication 323 – Public Assistance Applicant Handbook, FEMA Publication 325 – Debris Management Guide, FEMA 9500 Series Policy Publications, all applicable state and Federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies and as directed by the Debris Manager. “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 Items 4.2.1 through 4.2.21.

Work shall include:

1. Loading the debris
2. Hauling debris to City approved Debris Management Sites (DMS) or City Designated Final Disposal Site(s)
3. Reducing disaster related debris
4. Hauling reduced debris to a City Designated Final Disposal Site
5. Disposing of reduced debris at a City Designated Final Disposal Site or Central County Solid Waste Disposal Complex (CCSWDC). Debris not defined as “Eligible” by FEMA, state or federal DSGs or policies shall not be loaded, hauled or dumped under this agreement unless written instructions are given to the Contractor by the Debris Manager. It shall be the Contractor's responsibility to load, transport, reduce and properly dispose of disaster generated debris which is the result of the event under which the Contractor was issued Task Orders, unless otherwise directed by the Debris Manager, in writing.

4.2. General Notes – Disaster Operations

4.2.1. All debris identified by the Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any “Eligible” debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this agreement unless specifically authorized by the Debris Manager in writing.

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

4.2.3. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that have been approved to receive storm-generated debris and adhere to all local, state and federal regulations.

4.2.4. The City shall provide the Contractor with potential DMS locations (Exhibit 1). In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor shall be responsible for obtaining and paying for all site fees and permits required to operate a DMS at the designated location and shall be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation shall include, but is not limited to, returning the original site grade, fill dirt, base material, sod, and other physical features. DMS site remediation shall also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation shall abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill

dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use.

4.2.5. The City may also establish Public Drop off Sites for residents to bring their vegetative debris. The Contractor shall be responsible for loading and removing all debris from these sites on a daily basis.

4.2.6. The City Designated Final Disposal Site is the Central County Solid Waste Disposal Complex (CCSWDC) located at 4000 Knights Trail Road, Nokomis, FL 34275. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.

4.2.7. All City Designated Final Disposal Sites must be approved, in writing, by the Debris Manager. The Contractor shall be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operation plans must be approved, in writing, by the Debris Manager.

4.2.8. It is the intention of the City that only minimal amounts of disaster debris shall be accepted at the Sarasota County owned landfill for disposal. The Contractor shall provide to the City a list of alternative disposal facilities for all waste streams including putrescible waste. The Contractor shall be responsible for payment of all disposal and or processing fees.

4.2.9. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meets local, state and federal regulations for disposal shall be reimbursed by the City as a pass through cost at the published disposal fee rate or Contractor negotiated fee rate, whichever is less. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weight tickets numbers with load ticket or haul out ticket numbers and other applicable information. The Contractor shall also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.

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

4.2.11. The City reserves the right to inspect DMS, verify quantities and review operations at any time.

4.3. Fee Schedules

4.3.1. (Item 1) Emergency Road Clearance

- At the request of the City, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City roadways, to make them passable immediately following a declared disaster event. All roadways designated by the Debris Manager shall be clear and passable within seventy (70) working hours of the issuance of Task Orders from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's seventy (70) hour limit through a written request. Clearance of these roadways shall be performed as identified by the Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting and ending times, and zones/areas worked. Services performed under this agreement element shall be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule. Reimbursement for the use of force account equipment is limited to the time the equipment is actually in use. Standby and idle time shall not be invoiced.

4.3.2. (Item 2) "Eligible" Vegetative Debris Removal

a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport "Eligible" disaster-related vegetative debris existing on the ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

b) For the purposes of this agreement, "Eligible" vegetative debris that is piled in ROW to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) shall be removed.

- c) Removal of "Eligible" vegetative debris existing in the City shall be performed as identified by the Debris Manager.
- d) Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle shall proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle shall not collect additional debris once a load ticket has been issued.
- e) All "Eligible" debris shall be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- f) Entry onto private property for the removal of "Eligible" vegetative hazards shall only be permitted when directed by the City or its authorized representative. The City shall provide specific Right-of-Entry (ROE) legal and operational procedures.
- g) The Contractor must provide traffic control as conditions require or as directed by the Debris Manager.

4.3.3. (Item 3) "Eligible" C&D Debris Removal

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport "Eligible" Construction and Demolition (C&D) debris existing on the ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b) For the purposes of this agreement, "Eligible" C&D debris that is piled in ROW to the street, and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) shall be removed.
- c) Removal of "Eligible" C&D debris existing in the City ROW shall be performed as identified by the Debris Manager.
- d) Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle shall proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle shall not collect additional debris once a load ticket has been issued.
- e) All "Eligible" debris shall be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
- f) Entry onto private property for the removal of "Eligible" C&D hazards shall only be permitted when directed by the City or its authorized representative. The City shall provide specific ROE legal and operational procedures.
- g) The Contractor must provide traffic control as conditions require or directed by the Debris Manager.

4.3.4. (Item 4) "Eligible" Demolition, Removal, Transport and Disposal of Non-RACM Structures

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of "Eligible" Non-Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work shall include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, "Eligible" debris generated from the demolition of Non-RACM structures, as well as "Eligible" scattered C&D debris on private property, shall be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b) All permits and other required paperwork to demolish Non-RACM structures shall be the responsibility of the City or their designee. When all permits and required paperwork have been approved, the Contractor shall be issued a Release Order by the City indicating that they can proceed with the demolition work.
- c) Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- d) Any structurally unsound and unsafe structures shall be identified and presented to the City for direction regarding decommissioning.

- e) Removal and transportation of "Eligible" Non-RACM demolished structures and "Eligible" scattered C&D debris on private property shall be performed as directed in writing by the Debris Manager.
- f) Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle shall proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle shall not collect additional debris once a load ticket has been issued.
- g) Entry onto private property for the removal of "Eligible" C&D hazards shall only be permitted when directed in writing by the City or its authorized representative. The City shall provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
- h) The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

4.3.5. (Item 5) "Eligible" Demolition, Removal, Transport and Disposal of RACM Structures

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of "Eligible" RACM structures on private property within the jurisdictional limits of the City. Under this service, work shall include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, "Eligible" debris generated from the demolition of structures, as well as "Eligible" scattered C&D debris on private property, shall be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.
- b) All permits and other required paperwork to demolish RACM Structures shall be the responsibility of the City or their designee. When all permits and required paperwork have been approved, the Contractor shall be issued a Release Order by the City indicating that they can proceed with the demolition work.
- c) Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
- d) Any structurally unsound and unsafe structures shall be identified and presented to the City for direction regarding decommissioning.
- e) Removal and transportation of "Eligible" RACM demolished structures and "Eligible" scattered C&D debris on private property shall be performed as directed in writing by the Debris Manager.
- f) Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle shall proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle shall not collect additional debris once a load ticket has been issued.
- g) Entry onto private property for the removal of "Eligible" C&D hazards shall only be permitted when directed in writing by the City or its authorized representative. The City shall provide specific ROE legal and operational procedures for private property debris removal programs if requested.
- h) The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

4.3.6. (Item 6) DMS(s) Management, Operations and Reduction

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through volume reduction, including but not limited to grinding and source separation of "Eligible" disaster related debris. All processes must be approved by the Debris Manager prior to commencement of reduction or source separation activities. The DMS(s) layout and ingress and egress plan must be approved by the Debris Manager.
- b) The management of DMS(s) includes obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with permits, groundwater and soil sampling/testing. See Exhibit 5

- c) Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines and providing a site operations plan prior to work commencing on the site.
- d) Debris at DMS(s) shall be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- e) All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- f) Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- g) Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- h) Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
- i) Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- j) Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (HWTSDf), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 6. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- k) Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
- l) Contractor shall only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- m) Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor shall at a minimum meet the specifications provided in the Technical Specifications of this RFP (see Debris Site Tower Specifications).
- n) Upon completion of haul-out activities, the Contractor shall be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation shall include, but is not limited to, returning the original site grade, sod, and other physical features. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation shall also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation shall abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

4.3.7. (Item 7) DMS(s) Management, Operations and Reduction - Air Curtain Incinerators

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of "Eligible" disaster related debris. ACI reduction must be approved by the Debris Manager, and any applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the Debris Manager.
- b) The management of DMS(s) includes obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible any and all costs associated with permits, groundwater and soil sampling/testing.

- c) Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines and providing a site operations plan prior to work commencing on the site.
- d) Debris at DMS(s) shall be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- e) All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- f) Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- g) Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- h) Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- i) Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- j) Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted HWTSDf, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- k) Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
- l) Contractor shall only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- m) Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor shall at a minimum meet the specifications provided in the Technical Specifications of this RFP (see Debris Site Tower Specifications).
- n) Upon completion of haul-out activities, the Contractor shall be responsible for remediating the site to its original condition prior to site use. Site remediation shall include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation shall also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation shall abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

4.3.8. (Item 8) DMS(s) Management, Operations and Reduction - Controlled Open Burning

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through controlled open air burning of "Eligible" disaster related debris. Controlled open air burning must be approved by the Debris Manager, and any applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the Debris Manager.
- b) The management of DMS(s) includes obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible for any and all costs associated with permits, groundwater and soil sampling/testing.
- c) Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA and FDEP guidelines and providing a site operations plan prior to work commencing on the site.

- d) Debris at DMS(s) shall be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), program (ROW collection, private property debris removal, etc.) and applicant(s).
- e) All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
- f) Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
- g) Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
- h) Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
- i) Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
- j) Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted HWTSDf, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 8. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.
- k) Contractor is responsible for providing twenty-four (24) hour DMS(s) security and fire tender.
- l) Contractor shall only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
- m) Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor shall at a minimum meet the specifications provided in the Technical Specifications of this RFP (see Debris Site Tower Specifications).
- n) Upon completion of haul-out activities, the Contractor shall be responsible for remediating the site to its original condition prior to site use. Site remediation shall include, but is not limited to, returning the original site grade, sod, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; new sod or seeding must meet standards for intended use. Site remediation shall also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation shall abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

4.3.9. (Item 9) Haul-Out of Reduced Debris to a City Designated Final Disposal Site

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced "Eligible" material such as ash, processed C&D or mulch or recyclable materials such as metals at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or disposal fees related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site.
- b) From all the different types of debris brought into the DMS, the Contractor shall make every effort to recycle all materials possible. Prior to exiting the DMS, with recycled material, the recycled material shall be estimated in cubic yards or weighed by the City or their representative so that verification of the salvage value can be documented by the City. The Contractor shall report to the City all revenues obtained through the sale of the recycled materials and all revenues shall be applied to City invoices as a credit. The Contractor shall provide to the City a recycling plan for all debris waste streams and potential recycling facilities as deemed applicable by the Contractor.

4.3.10. (Item 10) Removal of "Eligible" Hazardous Leaning Trees and "Eligible" Hanging Limbs

a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all "Eligible" hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and "Eligible" hazardous hanging limbs two (2) inches or greater in diameter existing on the ROW. Debris generated from the removal of "Eligible" hazardous trees and "Eligible" hanging limbs two (2) inches or greater existing in the ROW shall be placed in the safest possible location on the ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "'Eligible" Vegetative Debris Removal." "Eligible" hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, shall be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City shall not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all "Eligible" hazardous leaning trees and "Eligible" hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW then Contractor must load the resulting debris as "Eligible" hazardous leaning tree or "Eligible" hazardous hanging limbs as they are removed. Descriptions provided within in the section in regards to "Eligible" items are subject to change. If changes occur, then the most recent policy guidance issued by FEMA shall prevail.

b) "Eligible" hazardous trees shall be identified by the City or its authorized representative for removal. Removal and placement of "Eligible" hazardous trees six (6) inches or greater in diameter existing on the ROW or private property shall be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees shall be communicated to the Contractor, in writing, by the Debris Manager. In order for leaning or hazardous trees to be removed and "Eligible" for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

- i. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
- ii. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree shall die, and potentially create a falling hazard to the public.
- iii. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
- iv. The tree has a split trunk that exposes heartwood.

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

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

4.3.11. (Item 11) Removal of "Eligible" Hazardous Stumps

a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all "Eligible" hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW shall be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. "Eligible" stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter shall be considered normal "Eligible" vegetative debris and removed in accordance with scope of services item 2. The diameter of "Eligible" stumps less than twenty-four (24) inches shall be converted into a cubic yardage volume based on the published FEMA stump conversion table (Exhibit 2 – FEMA Stump Conversion Table) and removed under the terms and conditions

of scope of services item 2. Descriptions provided within in the section in regards to “Eligible” items are subject to change. If changes occur, then the most recent policy guidance issued by FEMA shall prevail.

b) “Eligible” hazardous stumps shall be identified by the City or its authorized representative for removal. Removal and transportation of “Eligible” hazardous uprooted stumps existing on the City ROW or private property shall be performed as identified by the Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps shall be communicated to the Contractor, in writing, by the Debris Manager. In order for hazardous stumps to be removed and be “Eligible” for reimbursement, the stump must satisfy the following criteria:

- i. Fifty percent (50%) or more of the root ball is exposed.
 - ii. It is greater than 24 inches in diameter, as measured 24 inches above the ground.
 - iii. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.
- c) Tree stumps that are not attached to the ground shall be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree shall not be removed but the residual debris (i.e. tree trunk) shall be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps shall be based off of the diameter conversion using the published FEMA stump conversion table (Exhibit 2 – FEMA Stump Conversion Table). The City or its authorized representative shall measure and certify all “Eligible” stumps prior to removal.

4.3.12. (Item 12) “Eligible” Household Hazardous Waste Removal Transport and Disposal

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of “Eligible” HHW from the ROW to a HWTSDf.
- b) The removal, transportation and disposal of “Eligible” HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- c) All HHW shall be managed as hazardous waste and disposed of at a permitted HWTSDf. The City shall approve all HWTSDf(s) utilized by the Contractor prior to any waste shipments.
- d) The Contractor shall provide completed certified hazardous waste manifests to the City once the waste has been processed for disposal by the final HWTSDf.

4.3.13. (Item 13) “Eligible” ROW White Goods Debris Removal

- a) Work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of “Eligible” white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. “Eligible” white goods containing refrigerants must have refrigerants removed by the Contractor’s qualified technicians prior to recycling/disposal.
- b) White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.
- c) The removal, transportation and recycling of “Eligible” white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
- i. All white goods containing food items shall be emptied and decontaminated in accordance with local, state and federal law prior to recycling.
- d) The Contractor shall recycle all “Eligible” white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
- e) Refrigerant containing items shall have such refrigerants removed prior to mechanical loading or shall be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor’s qualified technicians.

4.3.14. (Item 14) "Eligible" E-Waste Removal

- a) Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of "Eligible" E-Waste from the ROW to a City Designated E-Waste recycling facility. "Eligible" E-Waste includes, but is not limited to, televisions, computers, computer monitors and peripherals in areas identified and approved by the City. The Contractor shall recycle or dispose of all "Eligible" E-Waste items in accordance with all rules and regulations of local, State and Federal regulatory agencies.
- b) The City shall approve all E-Waste facilities utilized by the Contractor prior to any E-Waste shipments.
- c) The Contractor shall provide completed certified recycling manifests to the City once the E-Waste has been processed by the final E-Waste facility.

4.3.15. (Item 15) "Eligible" Dead Animal Carcasses

- a) Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful processing and/or disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the Sarasota County Extension Service, Sarasota County Animal Services Division, and the Sarasota County Health Department.

4.3.16. (Item 16) Waterways and Drainage System Debris Removal

- a) Under this element, work shall consist of all labor, equipment, traffic control costs and other associated costs necessary for the removal, transportation, and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DMS or City Designated Final Disposal Site. The Contractor may be required to clear "Eligible" disaster debris from various ditches, canals, streams, lakes, reservoirs, structures and other drainage system components.

4.3.17. (Item 17) Soil/Sand/Beach Screening

- a) Under this element, work shall consist of all labor, equipment, traffic control costs and other associated costs necessary for the Contractor to screen soil/sand to remove "Eligible" disaster debris deposited as a result of a natural or manmade disaster. Soil screening shall include the collection of debris-laden soil, hauling to the processing screen, processing the soil through the screen and returning to a location designated by the City. The removal, transportation, and lawful processing and/or disposal of "Eligible" disaster debris screened shall be transported to a City approved DMS or City Designated Final Disposal Site.

4.3.18. (Item 18) Fill Dirt

- a) As identified and directed by the City, the Contractor shall place compatible clean fill dirt, approved by the City or its representative, in ruts created by equipment and vehicles, holes created by removal of hazardous stumps and other areas that pose an imminent and significant threat to public health and safety.

4.3.19. (Item 19) "Eligible" Abandoned Motor Vehicle Removal

- a) The Contractor shall remove motor vehicles damaged by the disaster event and/or abandoned by the owner due to the circumstance of the event. The City shall identify the area(s) from which motor vehicles are to be removed. Motor vehicles shall be processed by or for the Contractor in a manner that complies with all requirements for removal of abandoned vehicles including the removal of hazardous materials, e.g., gasoline, oils, and other fluids. The Contractor shall also ensure proper final disposal of the removed vehicle. The Contractor shall be reimbursed at a fixed rate, inclusive of all towing, processing and disposal costs. The Contractor shall be reimbursed at a unit rate to be determined for this service.

4.3.20. (Item 20) "Eligible" Abandoned Vessel Removal

a) Vessels severely damaged by the disaster event, and abandoned in or on the canals, intra-coastal areas and beaches of the City shall be collected by the Contractor, processed for removal and transported to a suitable location for final disposal in accordance with applicable regulations. The City shall determine the vessels to be removed. The Contractor shall establish that the vessels have been legally abandoned by their owners, and shall take other necessary actions as required by law before removal and dispose of the vessel. The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process. The Contractor shall be reimbursed at a "Per Linear Foot" rate to be determined for this service.

4.3.21. Miscellaneous Services

a) The Contractor shall provide competitive pricing for services that have not been specifically addressed by the Scope of Services to the City when requested.

4.3.22. Other Debris Removal Work

a) Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

5. **TECHNICAL SPECIFICATIONS**

5.1. On-Site Project Manager

The Contractor shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager shall be expected to have daily meetings with the Debris Manager and/or City authorized representatives. Daily meeting topics shall include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the Debris Manager. The Contractor's project manager must be available twenty-four (24) hours a day, or as required by the Debris Manager.

The Contractor shall notify City in the event of key personnel changes. Notification shall be made within three (3) days of a change. The City has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Project Manager

Operations Manager

5.2. Use of Contractor Owned Resources

The Contractor shall perform with its own organization agreement work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the agreement) of the total contract pricing, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original agreement price before computing the amount of work required to be performed by the Contractor's own organization (23 CFR 635) – refer to Exhibit 3- FHWA-1273 document for further details.

5.3. Use of Local Resources & Subcontractors

As per FEMA regulations, the Contractor shall give first priority to utilizing resources located within the disaster area, including but not limited to, procuring supplies and equipment, awarding subcontracts and employing workers and is encouraged to use minority and women business enterprises for participation in subcontracting opportunities.

5.3.1. The City reserves the right to accept the use of a sub-Contractor or to reject the selection of a particular sub-Contractor and inspect all facilities, equipment, and review the capabilities of any sub-Contractor to perform properly under this Agreement. Rejection of any sub-Contractor shall be based on, but not limited to, Federal Debarment List, complaints, negative references, insufficient resources, or conviction of a Public Entity Crime as defined by Florida Statutes. If a sub-Contractor fails to perform or make progress, at any time during the duration of the project, and it is necessary to replace the sub-

Contractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new sub-Contractor by the City.

5.3.2. The Contractor shall provide a daily list to the City indicating the names and addresses of all subcontractors working for the Contractor on each day and the location that they are assigned to. The list shall be provided to the City by 9:00 a.m.

5.4. Standard of Care

The Contractor shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances and Contractor shall, at no additional cost to City, re perform services which fail to satisfy the foregoing standard of care.

5.5. Safety

The Contractor shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor shall also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this agreement.

5.6. Equipment

5.6.1. All trucks and other equipment must be in compliance with all applicable local, State and Federal rules and regulations.

5.6.2. Equipment shall be maintained so that it is clean, free of fluid leaks and in excellent working condition.

5.6.3. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a factory or equivalent tailgate that shall effectively contain the debris during transport and permit the truck to be filled to capacity.

5.6.4. 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 sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment shall be inspected by the City's authorized representatives prior to its use by the Contractor.

5.6.5. The overall maximum height of hauling equipment, including sideboards and debris, shall be no greater than 13 feet 6 inches, or as approved by the City. The maximum width of a truck should be no greater than 8 feet 6 inches wide. The Contractor is not relieved of the responsibility for verifying clearance for all overhead structures and wires.

5.6.6. Hauling equipment without a tailgate or solid tailgate cannot be compacted to its full capacity; therefore, Contractor SHALL NOT load hauling equipment without tail gates installed.

5.6.7. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. All loads must be covered to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.

5.6.8. The Contractor may also be required to provide equipment that is capable of crossing barrier island bridges with maximum weight limits and maneuvering through small, unpaved roadways in order to collect debris.

5.6.9. Trucks or equipment designated for use under this agreement shall not be used for any other work. 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. Under no circumstances shall the Contractor mix debris hauled for others with debris hauled under this agreement.

5.6.10. Equipment used under this agreement shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non-rubber tired equipment must be approved for use on the road by the Debris Manager.

5.6.11. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the Debris Manager, following the event. All hand-loaded vehicles shall receive an automatic fifty percent (50%) deduction from the total interior cubic yard capacity due to lack of compaction.

5.7. Environmental Protection

5.7.1. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor must be used and disposed of in accordance with all rules and regulations of local, State and Federal regulatory agencies.

5.7.2. Contractor and subcontractors shall not perform maintenance on over-the-road equipment at DMS. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of Local, State and Federal regulatory agencies.

5.7.3. The Contractor shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the Debris Manager. The Contractor shall comply in a timely manner with all directions of the Debris Manager regarding the use of a water truck or other approved dust abatement measures.

5.7.4. The Contractor shall comply with all laws, rules, regulations and ordinances regarding environmental protection.

5.7.5. The Contractor shall immediately report and document all incidents to the Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.

5.7.6. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

5.8. Documentation and Measurement

5.8.1. Contractor shall be responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.

5.8.2. All Contractor trucks used for collection and hauling of "Eligible" debris from the City ROW to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City-authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards shall be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the Debris Manager. If a vehicle is working under multiple agreements or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other agreements or communities.

5.8.3. The Contractor is responsible for ensuring that all subcontractors maintain insurance, valid driver's licenses and equipment legally fit for travel on the road.

5.8.4. Load tickets shall be provided by the City or its authorized representative for recording volumes of debris removal. Unit rate tickets shall be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City shall be authorized for use.

a) Each ticket shall be of a type that consists of one original and four carbon-copy duplicates. If an automated ticket system is utilized by the City Debris Monitor, then enough printouts of tickets shall be provided to the Contractor to fulfill invoicing and reporting requirements.

b) Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and

signature. No payment shall be made by the City for incomplete load or unit rate tickets submitted for payment.

c) Load tickets shall be issued by an authorized representative of the City at the collection site. The City authorized representative shall complete the applicable portion of the load ticket, and provide all five copies to the vehicle operator, or a mutual number that both parties have agreed to if utilizing an automatic ticket system. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator shall present the five copies of the load ticket to the City authorized representative on site. Trucks with less than full capacities shall be adjusted down by visual inspection. This determination shall be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative shall validate, enter the estimated debris quantity and sign the load ticket. The City shall keep the original copy and one copy, one (1) copy shall be given back to the vehicle operator and the remaining two (2) copies shall be provided to the Contractor.

d) Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site shall follow the same load ticket procedures. A City authorized representative shall initiate the load ticket at the DMS. Another City authorized representative shall validate and sign the ticket at the City Designated Final Disposal Site.

5.8.5. Scope of Service items that have rates based on one way haul mileage shall have such mileage determined by use of a widely-accepted mapping program, such as Google Maps or other City approved program. One way mileage rates apply to Scope of Services items 2, 3, 4, 5, and 9.

5.9. Written Task Orders

5.9.1. The City shall issue official written Task Orders for the services referenced in this scope. Each Task Order shall set forth a specific scope of services, rate/amount of compensation, completion date, and liquidated damages as listed in Section 5.28 if applicable and other pertinent details of the task being authorized. The Task Orders shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City then the Task Orders shall be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the written Task Orders have been sent and received by the Contractor. Contractor must acknowledge receipt of the written Task Orders.

5.9.2. The City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Contractor of the City's notification of a contemplated change, the Contractor shall (1) if requested by City, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the City of any estimated change in the completion date, and (3) advise the City in writing if the contemplated change shall affect the Contractor's ability to meet the completion dates or schedules of the specific Task Order.

5.9.3. If the City so instructs in writing, the Contractor shall suspend work on that portion of the work affected by a contemplated change, pending the City's decision to proceed with the change.

5.9.4. If the City elects to make the change, the City shall issue a change in Task Order and the Contractor shall not commence work on any such change until such written change in Task Order has been agreed upon and signed by both parties.

5.10. Mobilization

5.10.1. Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5) day hurricane forecast, the Contractor shall contact the City regarding potential activation.

5.10.2. The Contractor shall provide a representative to the City's Emergency Management Operations Center or other designated location prior to any mandatory evacuations within the City. It shall be the Contractor's responsibility to maintain regular contact with the City prior to any known threats to determine the timing of proposed mandatory evacuations. For unforeseen events (e.g. tornadoes), the Contractor shall report to the Debris Manager within six (6) hours after receiving a mobilization Task Order from the City.

5.10.3. Within forty-eight (48) hours of being issued Task Orders from the City, the Contractor shall mobilize equipment and resources in the City. Within seventy-two (72) hours of being issued Task Orders

from the City, the Contractor shall begin debris removal operations as directed by the Debris Manager. As part of the Contractor's mobilization effort the Contractor shall provide an on-site office trailer for the duration of the project or as directed by the City.

5.11. Damage Assessments

The Contractor shall assist the City by participating in or performing damage assessment to determine the amount of debris generated as a result of a hurricane or other disaster. The Contractor shall also assist the City in completing FEMA Project Worksheets, if applicable.

5.12. Traffic Control

The Contractor shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor is responsible for establishing and maintaining appropriate traffic controls in all work areas, including DMS(s) and debris collection sites. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and work place safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor. No further work shall take place until the deficiency is corrected. Neither the Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

5.13. Rapid Response Crew

Contractor shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the Debris Manager. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

5.14. Work Hours

The Contractor shall conduct debris removal operations during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor. Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis.

5.15. Protection of Public and Private Property

The Contractor shall repair any damages caused by the Contractor's equipment in a timely manner at no expense to the City. All complaints relative to damage shall be investigated by the Contractor and a detailed report submitted to the City within 24 hours from the notice of the complaint. The detailed report shall include at a minimum, the location of the damage, description of the damage, photograph of the damage, property owner information, site contact information, and a timeline for the damage to be resolved by the Contractor. If there is disagreement between a resident and Contractor as to the repair of damages, the City shall decide and make the final determination on the repair. Any damages to private property shall be repaired at the Contractor's expense. Failure to restore damage to public property or private property to the satisfaction of the City shall result in the City making the necessary repair to the property of which shall be paid for by deducting the total expenses for making the repair from the Contractor's monthly invoice. To the extent that the City deems the Contractor negligent in management practices as referenced above, the City may withhold from retainage money or invoice the Contractor for time and material costs associated with resolving issues or damages related to the Contractor's work.

5.16. Existing Utilities

Some trees and debris that are to be removed under this scope may be blocked or entangled with overhead power, telephone and television cables. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead. The Contractor shall pay all such costs to the utility company for any billable work performed by the utility.

If the Contractor damages any utility (above or below ground), the City may choose either to have the Contractor make the necessary repairs or have the Contractor pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company.

5.17. Debris Site Tower Specifications

The Contractor shall provide as many towers as designated by the City at each DMS for the use of City authorized representatives during their inspection operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services for items 6, 7, 8 and 9. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, operations may be temporarily suspended by the Debris Manager due to unsuitable conditions at the tower.

5.18. Facilities at DMS Locations

The Contractor shall provide at a minimum 2 sets of portable toilets (set = 1 men's, 1 women's, and 1 handicapped, with separate hand washing sink) as designated by the City at each DMS for the use of City authorized representatives during their inspection operations. The toilets shall be provided prior to start of any operations and kept in a sanitary condition by the Contractor throughout the duration of the operations. The expense incurred by the Contractor for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services items 6, 7, 8 and 9.

5.19. Order of Activation

The City intends to award multiple agreements for Disaster Collection, Processing and Disposal Services. In the event the City deems it necessary to utilize services, the City shall activate one (1) or more Contractors at the City's discretion, based on type of work to be completed, scope, vendor experience and availability. No Contractor is guaranteed any minimum amount of work and no compensation shall accrue unless and until the agreement is activated in the form of a Task Order by the City. The order of activation of Contractors is at the discretion of the City. The Contractor would be chosen based on the type of work needed to be done, the scope, the vendor's experience on handling that type of work and their availability. The number of agreements activated shall be based on the magnitude and complexity of the City's needs. It shall be the City's sole determination whether more than one Contractor shall be used at any given time. If two Contractors are utilized, the City may assign each Contractor a specific area in which to operate. In the event two Contractors are utilized, each Contractor shall fully cooperate with the other Contractors, subcontractors, the City Debris Monitor and City personnel in the performance of their assignments.

5.20. Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site.

5.21. City's Responsibilities

Services of Contractor shall be under the general direction of Debris Manager, who shall act as the City's representative for this services specified:

5.21.1. The City may employ the services of a Debris Monitor (DM) to provide oversight of the Contractor's operations. In this capacity, the DM acts as the City's agent and shall have the authority to act on its behalf, including direction to the Contractor on all operational, reporting and administrative matters.

5.21.2. The City shall be responsible for providing access to all Debris Management Sites that have been acquired through City resources, and providing information required by Contractor that is available in the files of the City.

5.21.3. The responsibility of the Debris Manager shall include:

a) Issuance of Task Orders

- b) Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the Contractor, and rendered in writing, decisions pertaining thereto within a reasonable time.
- c) Transmission of instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials and other matters pertinent to the work covered in this scope.
- d) Review for approval or rejection of all of the Contractor's documents and payment requests.
- e) Determine when and if it may be in the best interests of the City to shift funding among Task Orders, providing the not-to-exceed amount of the outstanding Task orders is not exceeded.
- f) The City shall, upon request, furnish the Contractor with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the work of a Task Order, all of which shall be and remain the property of the City and shall be returned to the Debris Manager upon completion of the services to be performed by the Contractor.
- g) The Debris Manager shall conduct periodic reviews of the work of the Contractor necessary for the completion of the Contractor's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the Contractor. The availability and necessity of said personnel to assist the Contractor shall be determined solely within the discretion of the City.
- h) The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

5.22. Ownership of Documents

It is understood and agreed that the documents, or reproducible copies, including reports, designs, specifications, other documents and data developed by the Contractor in connection with its services shall be delivered to, and shall become the property of the City as they are received by the City. The Contractor assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the Debris Manager for the Contractor to use any of the work products of this Agreement on any non-City project.

Computer systems and databases used for providing necessary documents shall be compatible with existing City systems. In general, the City is standardized on Microsoft Operating systems on Dell compatible personal computers and HP compatible servers running Windows and Linux software. Current City standards for PC software are available from Information Technology Resources.

City of Venice requires GIS deliverables to be in the ESRI Geodatabase format, version 10.1 or higher. All GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of the Project shall be provided to the City as a Project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of the Project must adhere to City GIS Standards, and CAD drawings submitted must adhere to City CAD Standards.

5.23. Compensation

5.23.1. This procurement is for a contingency service that shall be activated only in the face of an emergency. As such, no compensation shall accrue to the Contractor unless and until activated either in anticipation of a natural disaster or immediately after a disaster.

5.23.2. The City, or its authorized representative, shall monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor shall be provided with copies of this documentation. These documents shall be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City shall not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature shall not be paid, nor shall the City be responsible for unpaid incomplete tickets.

5.23.3. Private property and-ER funded roadway debris removal operations shall be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and program (ROW collection, private property debris removal, etc.).

5.23.4. Invoices shall be submitted to the City's authorized representative on a weekly basis. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals shall be checked against City records. City records are the basis of all

payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

5.23.5. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy Federal Emergency Management Agency (FEMA) and other reimbursement agencies requirements.

5.23.6. A retainage shall be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor must successfully complete, and receive a letter of completion from the City, for all work performed. Retainage shall be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor to public or private property. The amount of retainage withheld shall be dependent upon the value of the work assigned in a Task Order and in accordance with the Retainage Table Guidelines, Exhibit 4 attached hereto and incorporated herein.

5.23.7. Neither the final payment nor any part of the retained percentage shall become due until the Contractor delivers to the City a complete release of all liens arising out of this Agreement, or receipts in full in lieu thereof, and in addition thereto, in either case, an affidavit stating that so far as the Contractor has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the City to indemnify the City against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all money payments that the latter may be compelled to pay in discharging such a lien, including all costs, interest, and attorney's reasonable fees.

5.23.8. Payment for disposal cost incurred by the Contractor at City Designated Final Disposal Sites shall be made at the cost incurred by the Contractor. The Contractor must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor payment to the City Designated Final Disposal Site.

5.23.9. Contractor must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work shall be acknowledged, in writing, by the Debris Manager. The final invoice must be marked "FINAL INVOICE" and no additional payments shall be made after the Contractor's final invoice.

5.23.10. Although the City does not foresee mileage in excess of the ranges provided in Schedule 2 – Unit Rate Price Schedule, the City may grant the Contractor a unit rate price adjustment for one way haul distances beyond the maximum mileage category provided in Schedule 2 – Unit Rate Price Schedule. The Contractor shall notify the City as soon as the Contractor has determined a one way haul distance as extraordinary or unusual. As part of the notification to the City, the Contractor must provide substantial proof or justification to support the need for a unit price adjustment for one way haul distances beyond the maximum mileage category.

5.23.11. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor shall comply with all requirements of the state or federal government applicable to the use of the funds. The City shall only pay for those items deemed "Eligible" by FEMA or FHWA, unless the City otherwise agrees in writing.

5.23.12. The Contractor shall retain all records pertaining to the services and the agreement for these services and make them available to the City for a period of seven (7) years following receipt of final payment for the services referenced herein.

5.23.13. Payment of Contractor by the City is not contingent upon the City being reimbursed by the FEMA or government agencies. However, if the Contractor performs work that is not specified in a Task Order that has been issued by the City, then the Contractor shall have done work at own expense and shall not be reimbursed for such work by the City.

5.24. Reports

The Contractor shall submit a report to the Debris Manager by close of business each day of the term of the Task Order. Each report shall contain, at a minimum, the following information:

- a) Contractor's Name
- b) Agreement Number
- c) Subcontractor Listing

- d) Amount of equipment in operation (by equipment type) within each assigned work area
- e) Volumes of debris collected, reduced, and hauled-out by material type.
- f) Problems encountered during the day and recommended solutions.

Failure to provide audit quality documentation shall subject Contractor to liquidated damages.

5.25. Liquidated Damages

Should the Contractor fail to complete requirements set forth in this scope of work, the City shall suffer damage. The amount of damage suffered by the City is difficult, if not impossible to determine at this time. Therefore the Contractor shall pay the City, as liquidated damages, the following:

5.25.1. The Contractor shall pay the City, as liquidated damages, \$5,000.00 per calendar day of delay to mobilize in the City with the resources required to begin debris removal operations, within seventy-two (72) hours of being issued Task Orders.

5.25.2. The Contractor shall pay the City, as liquidated damages, \$1,000.00 per load of disaster debris collected in the City that is not disposed of at a City approved DMS or City Designated Final Disposal Site. Application of liquidated damages does not release the Contractor of all liability associated with hauling and depositing material to an unauthorized location.

5.25.3. The Contractor shall pay the City, as liquidated damages, \$100.00 per incident where the Contractor fails to sufficiently clean collection site(s) so that no loose leaves and small debris in excess of one bushel basket remain, no debris is left on the road surface and no single piece of debris larger than six (6) inches remains on site. Application of liquidated damages does not release the Contractor from the responsibility of sufficiently cleaning collection site(s).

5.25.4. The Contractor shall pay the City, as liquidated damages, \$500.00 per incident where the Contractor fails to repair damages that are caused by the Contractor. Application of liquidated damages does not release the Contractor from the responsibility of resolving, repairing or paying for damages. Refer to Section 5.17.

5.25.5. If Contractor personnel, including their subcontractors, are documented collecting debris from areas that are not listed in a Task Order (ie., private property, vacant lots, land clearing debris), then liquidated damages shall be assessed at \$1000.00 per incident. An incident shall entail each individual property as identified by a property identification number.

5.25.6. If Contractor personnel, including their subcontractors, leave their assigned area prior to completion of the work specified in the Task Order, "cherry pick" debris within their assigned area or collect debris from outside of their assigned area, then liquidated damages shall be assessed at \$1000.00 per occurrence. In the event of leaving an assigned area prior to completion of work specified in the Task Order, the liquidated damage shall be assessed at \$5000.00 per day until work has resumed in the assigned area.

5.25.7. At each vegetative debris management site, if grinding is selected as a volume reduction alternative, the Contractor shall be required to grind a minimum of 200-300 cubic yards per hour per grinder during operating hours. The Contractor and City may agree to a different rate if needed. The new established rate shall then be the performance standard for a specific Task Order. The minimum rate shall be achieved no later than the third calendar day after receipt of the mobilization Task Order. Liquidated damages shall be assessed at \$10,000.00 per calendar day for any day in which the minimum processing rate is not met, unless non-compliance is due to insufficient debris amounts being delivered to the site.

5.25.8. All work, including site restoration of debris management sites, prior to close-out shall be completed within 30 calendar days after receiving notice from the City that the last load of debris has been delivered, unless the City initiates additions or deletions to the agreement by written Task Orders. Subsequent changes in completion times shall be equitably negotiated by both parties pursuant to applicable state and federal laws. Liquidated damages shall be assessed at \$2,000.00 per calendar day for any time over the maximum allowable time established.

5.25.9. All work for the collection of debris from public roads, right-of-ways and other areas as directed by the City in Task Orders shall be completed on or before the recorded completion date. Liquidated damages shall be assessed at \$5000.00 per calendar day for any day in which the recorded completion date has not been achieved to the satisfaction of the City.

5.25.10. Failure of the Contractor to meet the required specifications listed in a Task Order or meet any deadline specified herein or listed in a Task Order shall result in liquidated damages as specified in each Task Order.

5.25.11. The amounts specified above are mutually agreed upon as reasonable and proper amount of damage the City should suffer by failure of the Contractor to complete requirements set forth in the scope of work.

5.26. Compliance With Laws

In performance of the services, Contractor shall comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards and including any that may not be specifically listed below:

5.26.1. Davis-Bacon Act - Davis-Bacon wage rates on Federal-aid construction contracts apply for all Emergency Relief contracts. This provision cannot be waived by the FHWA. Davis-Bacon Act requirements may be waived only by executive order of the President, ref. 40 U.S.C. 276a-5 which states, "In the event of national emergency the president is authorized to suspend the provisions of 276a to 276a-5 of this title." Davis-Bacon labor standards do not apply to debris removal work unless done in conjunction with a construction project. Refer to <http://www.dot.state.fl.us/construction/wage.shtml>.

5.26.2. Federal-Aid Construction Contracts - Where applicable Debris removal services must meet "required Contract Provisions for Federal-Aid Construction Contracts" by use of Form FHWA-1273 attached herewith, see Exhibit 3.

5.26.3. Buy America - The FHWA's "Buy America" regulations (23 CFR Part 635.410) apply for all Federal-aid highway construction projects that permanently incorporate either iron or steel. A State may request that these provisions be waived if "the application of those provisions would be inconsistent with the public interest" (23 CFR 635.4109(c)(1)(i)).

5.26.4. Nation Environment Policy Act (NEPA) of 1969.

5.26.5. 44 CFR Part 13.36 Procurement - Debris removal services must meet rules for Federal grants, as provided for in the Code of Federal Regulations 44 CFR Part 13.36 Procurement.

5.26.6. Disadvantaged Business Enterprise Program (DBE) - The normal DBE requirements may be applicable to the Emergency Relief funded projects.

5.26.7. American with Disabilities Act of 1990 (ADA) - The FHWA operates under the ADA regulations issued by the Department of Justice (DOJ). According to DOJ, no waivers from these regulations are possible. The governing statute and DOJ regulations make no provision or exception for emergency relief situations. The ADA accessibility guidelines issued by DOJ, however, do provide guidance concerning temporary structures.

5.26.8. Equal Employment Opportunity (EEO) as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630 and 41 CFR 60) and orders of the Secretary of Labor and imposed pursuant to 23 U.S.C. 140, and assurance by the Local Government pursuant thereto.

5.26.9. Convict Labor - The convict labor prohibition in 23 U.S.C. 114 applies to Emergency Relief projects. Convict labor cannot be used in Emergency Relief construction projects.

5.26.10. Use of Suspended or Debarred Contractors - Recipients of Federal funds are prohibited from doing business with Contractors who have been suspended or debarred. In addition to certifications provided in FHWA Form 1273, the Excluded Parties List System at <https://www.epls.gov> shall also be verified.

5.27. Bond Requirements

5.27.1. To ensure faithful performance, the Contractor(s) shall provide to the City and maintain a Proposal Bond in the sum of \$500,000 for the duration of the Agreement. The Contractor's Proposal Bond shall be due upon signing of the Contract by the Contractor.

5.27.2. In the event the Contractor is notified by the City to commence disaster services in the form of a Task Order, the Contractor shall provide a Performance and Payment Bond to the City within seven days. The cost of the Bond shall be paid for by the Contractor and shall be a pass-through cost to the City with no additional fees or mark-up.

5.27.3. The Performance and Payment Bond shall be in an amount at least equal to the estimated price of the work in the Task Order as determined by the City and in such form and with such securities are acceptable to the City. The City may require the Contractor to furnish other bonds, in such form and with such sureties as it may require. If the Task Order is increased by a change order, the Contractor shall be responsible to insure that the Performance and Payment Bond has been amended accordingly and of copy of

the amendment shall be provided to the Debris Manager. The maximum amount of any Bond shall not exceed 10 million dollars.

5.27.4. A Performance and Payment Bond shall be issued for each Task Order. Performance and Payment Bonds must be maintained until the Task Order has been completed and approved by the City. Upon the successful completion of Task Order work, the Performance and Payment Bonds shall be released by the City.

5.27.5. If the Surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the City, the Contractor shall within five (5) calendar days substitute another Bond and Surety, both of which shall be acceptable to the City.

5.27.6. If the Contractor cannot obtain another bond and surety within (5) calendar days, the City shall accept and the Contractor shall provide an irrevocable letter of credit drawn on a Sarasota County, Florida bank until the bond and surety can be obtained.

5.28. Qualification of Surety Company

The City shall only accept a Bonds with an A.M. Best rating of 'A-'" (Excellent) or better for procurements of \$500,000 or greater, or 'B+' (Very Good) or better for procurements requiring a bond of less than \$500,000 on behalf of the Contractor from a surety company authorized to do business in the State of Florida . Said bond may be subject to the approval of the City Council of Venice, Florida.

End of Section

SECTION 3: REQUEST FOR PROPOSALS (RFP) RESPONSE & PROCEDURES

1.0 QUALIFICATIONS

1.1 Proposer must demonstrate and provide references that it has successfully provided debris removal services for three (3) municipal or governmental customers, within the last seven (7) years. One project must have involved the removal and processing of greater than 1 million cubic yards of debris with the operational capacity to remove up to 50,000 cubic yards per day.

2.0 QUESTIONS AND ANSWERS

2.1 Questions must be submitted in writing to pboers@venicegov.com or by fax to (941) 486-2790, Attn: Peter Boers, Procurement- Finance Department, for the City's consideration no later than Friday, May 24, 2019 by 1:00 P.M. Responses will be provided in writing and posted on www.demandstar.com for download.

3.0 PRE-PROPOSAL CONFERENCE AND/OR SITE VISIT

3.1 No pre-proposal conference or site visit is scheduled

3.2 When applicable, proposers are advised to visit each location to familiarize themselves with all work areas. Failure to do so will in no manner relieve the Proposer from furnishing materials or services that may be required to carry out and complete the contract in accordance with the intent of the specifications listed herein.

4.0 PROPOSER

For purposes of this RFP, the term “proposer” is defined as the legal entity submitting a proposal.

5.0 TERM

The anticipated term of any contract resulting from this solicitation is for three (3) years beginning upon execution of the Agreement with the option for two (2) one year contract renewals.

6.0 GENERAL TERMS AND CONDITIONS

Proposers shall be required to abide by all terms and conditions set forth in the General Conditions, available in Section 1 of this solicitation and incorporated herein.

7.0 INSURANCE REQUIREMENTS

Before performing any contract work, the successful proposer shall procure and maintain insurance listed in paragraph 20, Section 1: General Conditions, available in this solicitation, and incorporated herein. Failure to submit proof of required insurance within three (3) business days of request by the City may result in an award being rescinded.

8.0 SUBMITTAL INSTRUCTIONS

Proposers must submit all files requested. Failure to provide any of the required documents with a submittal, by the specified due date and time, may be cause to declare a proposer non-responsive.

9.0 SUBMITTAL DOCUMENTS

9.1 **Required Forms** -Each respondent must submit the following required information forms included in this bid:

- Qualifications Statement
- Project Team
- Statement of Drug-Free Workplace
- Non-Collusion Affidavit
- Public Entity Crime Information
- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Conflict/Non-Conflict Of Interest and Litigation Statement
- Certification Regarding Lobbying
- E-Verification Certification
- Distracted Driving
- Prohibition Of Segregated Facilities
- Statement of Participation in Contracts Subject to Non-Discrimination Clause
- Equal Employment Opportunity Report Statement
- Certification – Trafficking In Persons

9.2 **Documents** - In addition to the forms listed above, proposals must include all of the documents below.

a. **Letter of Interest** – All proposals must include a single page Letter of Interest

b. **Licenses and Certifications**

c. **Resumes** of Key Personnel

d. **Experience** – Proposer shall provide information of experience in projects with similar complexity, including documentation of successful performance within the last seven (7) years. Proposer shall also include information in regards to the total cost of the project, percentage of federal and state funding available to the entity for the project and the percentage of federal and state funding the entity received. Maximum # of pages: 15

e. **Customer List** – Provide a complete list of customers who have been provided services similar to the scope of services described in this RFP.

f. **Resources** - Provide a detailed project approach, including the proposed strategy for providing the services requested. Anticipated resources, including staffing levels, technology and equipment should be provided. Maximum # of pages: 15

g. Proposer shall provide a reference list demonstrating its long term commitment and investment in disaster services. This list shall include a complete list of current entities that are under contract with the Proposer, a description of services that each entity has requested from the Proposer, dates of services and the type of project if the entity has activated the Proposer to perform a project(s), and the contact/reference person, phone number and email address for each entity. Entities located in the state of Florida shall be listed first and a state map showing the location of each Florida entity shall be provided.

Proposer shall demonstrate that it has a dedicated management and administrative staff, in-house employees and company owned equipment by providing detailed description of the company's project management team and its structure. Identifying the roles and responsibility of the primary team members that will be assigned to The City including a statement that these persons shall not be substituted without the permission of the City.

The Proposer shall provide resumes and qualifications of key team members including the Project Manager and Operations Manager as described in Section 2.

Proposer shall provide a list of facilities, equipment and personnel (including subcontractors) available to do the work described in Section 2 and show how these resources will be sufficient to handle the Proposer's total workload including other non-City projects for sufficient periods of prolonged activation.

Proposer shall state how they will successfully perform with its own organization not less than 30% of the work based for a project based on the original project agreement price – see Section 2

h. Planning and Performance

Proposer shall provide a process/work plan demonstrating the company's ability to operate a Debris Management Site (DMS) where reduction activities are occurring. Details for the requirement are listed in Section 2.

Proposer shall provide a recycling plan for all debris waste streams and include a listing of potential recycling facilities to be used.

Proposer shall provide a list of alternative disposal sites that may be used to dispose of disaster debris. The list shall include the alternative disposal sites name, location, FDEP permit number if applicable, debris type accepted and one-way mileage from the nearest The City official boundary point.

The Proposer shall provide details and/or demonstrate experience with the following items:

1. Environmental regulations and permitting
2. Data management and tracking systems
3. Communication systems
4. Mobilization and de-mobilization
5. Management of hazardous and special wastes
6. Community relations

The Proposer shall provide information in regards to training programs that it would provide to the City as described in Section 2.

i. **Schedule/Timeline-** Provide a graphical representation of the proposed schedule/timeline indicating major milestones and deliverables.

Compensation –Provide proposed fees using the Fee Schedules (Schedule 1 & Schedule 2)

10.0 EVALUATION

10.1 All timely responses meeting the criteria set forth in this RFP shall be considered by the City.

10.2 Proposals will be evaluated in accordance with the scoring and evaluation criteria listed in this solicitation document.

10.3 Prior to scoring the proposals, the Evaluation Committee will determine if

oral presentations are required. If the Committee determines that oral presentations are necessary, the evaluation committee will evaluate all responsive and responsible proposals and short-list the three (3) highest ranking firms using the evaluation criteria in this solicitation. If the committee would like to hear oral presentations from more than three (3) proposers, they will make that determination prior to scoring the proposals.

10.4 Following presentations (if applicable), the committee will rank the short-listed proposers and recommend the first ranked proposer for award.

11.0 SCORING AND EVALUATION CRITERIA

11.1 Proposals will be ranked using the following scoring criteria.

CRITERIA	DESCRIPTION	MAXIMUM POINTS
DEMONSTRATED EXPERIENCE	Demonstrated experience in projects with similar complexity, including documentation of successful performance within the last seven (7) years. 11.2(d)(e)	20
RESOURCES	Proposed strategy for providing the services requested. Anticipated resources, including staffing levels, technology and equipment. 11.2(f)	25
PLANNING & PERFORMANCE	Demonstrated process/work plan. 11.2(g)	25
COMPENSATION	Proposed fees based on actual quantities from a recent storm event.	30
MAXIMUM TOTAL POINTS		100

11.0 AWARD

11.1 Award shall be made to the proposer or proposers who, in the sole opinion of the City, are most qualified to perform the scope of services required.

11.2 The successful proposer shall be required to submit proof of licenses or

certifications as required by the City.

11.3 Local Preference is not applicable to this solicitation.

12.0 CHANGES IN PROJECT TEAM

12.1 A change in the project team of a short-listed firm after the submission of the response to this RFP could result in reconsideration of the scoring of applicable evaluation criteria, at the sole discretion of the City.

12.2 Any changes in the project team of a short-listed firm should be brought to the attention of the City as soon as possible after the change is made. The changes, the reasons for the changes, and resumes for the individuals being substituted for an original project team member, must be submitted, prior to oral presentations, to the Procurement contact identified on the Solicitation Summary.

12.3 Decreases in scoring may result from the reconsideration of changes in the project team for a short-listed firm. No increases in scoring will result from the reconsideration of changes in the project team of a short-listed firm.

12.4 After award of a contract, the successful respondent shall not be allowed to substitute project team members named in this response, including subcontractors, without the prior written permission of the City. Substitution may, in the sole opinion of the City, be grounds for cancellation of selection, or termination of contract.

13.0 TERMINATION

13.1 Any resulting agreement may be terminated for convenience by the City by giving written notice to the bidder thirty (30) days in advance of termination.

13.2 The City reserves the right to cancel the agreement on shorter notice if, in the sole opinion of the City, bidder performance poses a threat to City property, operation or to the health or safety of any person.

13.3 The Proposer may terminate any resulting contract with no less than ninety (90) days written notice prior to the annual renewal date.

END OF SECTION

APPENDIX

**SEALED REQUEST FOR PROPOSALS
CITY OF VENICE, FLORIDA
RFP# 3088-18**

QUALIFICATIONS STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: CITY OF VENICE
Procurement- Finance Department
401 W. Venice Avenue Room # 204
Venice, Florida 34285

CHECK ONE:

- ☐ Corporation
☐ Partnership
☐ Individual
☐ Joint Venture
☐ Other

SUBMITTED BY:

NAME: _____

ADDRESS: _____

PRINCIPLE OFFICE: _____

1. State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

2. If the Proposer is a corporation, answer the following:

- a. Date of Incorporation: _____
- b. State of Incorporation: _____
- c. President's Name: _____
- d. Vice President's Name: _____
- e. Secretary's Name: _____
- f. Treasurer's Name: _____
- g. Name and address of Resident Agent: _____

3. If Proposer is an individual or partnership, answer the following:

- a. Date of Organization: _____
- b. Name, address and ownership units of all partners: _____

c. State whether general or limited partnership: _____

4. If Proposer is other than an individual, corporation, partnership, describe the organization and give the name and address of principals:

5. If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

6. How many years has your organization been in business under its present business name?

a. Under what other former names has your organization operated?

Signed, sealed and delivered
in the presence of:

By: _____

(Printed Name)

(Title)

ACKNOWLEDGEMENT

State of _____ }
SS. }
City of _____ }

On this the _____ day of _____, 2019, before me, the undersigned Notary Public
of the State of _____, personally appeared _____ and
(Names of _____)

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individual(s) who appeared before Notary) whose name(s) in/are Subscribed to within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC, STATE OF FLORIDA

NOTARY PUBLIC

SEAL OF OFFICE:

(Name of Notary Public: Print, stamp, or type as commissioned)

☐ Personally known to me, or ☐ Produced Identification: _____ ☐ **DID** take an oath, or ☐ **DID NOT** take an oath

PROJECT TEAM

TEAM NAME: _____

FEDERAL ID No.: _____

Prime Role	Name & City of Residence of Individual Assigned to the Project	No. of Years Experience	Education, Degree(s)	Florida Active Registration Nos.
Principle-in-Charge				
Project Manager				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Sub-Contractor Role	Company Name and Address of Office Handling this Project		Projected % of Overall Work on the Entire Project	Name of Individual Assigned to Project
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				
Other Key Member				

Schedule 1

Hourly Labor and Equipment Fee Price Schedule

Reference to RFP Description of Services/Scope of Services 4.3.1 Item 1. All pricing shall be made independent of other line items as City may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the City may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer. Hourly rates are applicable for the first 70 hours only - equipment pricing shall be inclusive of operator (personnel) expenses, unless indicated otherwise.

	A	B	C
Item	Hours	Hourly Equipment Rate	Hourly Labor Rate
Air Curtain Burner, Self Contained System	70		
Bobcat Loader	70		
50' Bucket Truck	70		
Crash Truck w/Impact Attenuator	70		
Dozer, Tracked, D4 or Equivalent	70		
Dozer, Tracked, D6 or Equivalent	70		
Dozer, Tracked, D7 or Equivalent	70		
Dozer, Tracked, D8 or Equivalent	70		
Dump Truck, 10 CY-17 CY	70		
Dump Truck, 18 CY-20 CY	70		
Dump Truck, 21 CY-30 CY	70		
Generator, 16 to 100 kW, List kW Capacity	70		
Generator, 210 to 350 kW, List kW Capacity	70		
Generator, 1,100 to 2,500 kW, List kW Capacity	70		
Light Plant with Fuel and Support	70		
Grader w/12' Blade	70		
Hydraulic Excavator, 1.5 CY	70		
Hydraulic Excavator, 2.5 CY	70		
Knuckleboom Loader	70		
Lowboy Trailer w/Tractor	70		
Mobile Crane up to 15 Ton	70		
Pump, 40 to 140 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 200 HP to 350 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Pump, 500 HP to 650 HP (Minimum 25' Intake and 200' Discharge to Include Fuel and Support Personnel)	70		
Vac Truck (Mist Capacity), List Capacity	70		
Pickup Truck, .5 Ton	70		
Skid-Steer Loader, 1,000 LB Capacity	70		
Skid-Steer Loader, 2,000 LB Capacity	70		
Tub Grinder, 800 to 1,000 HP	70		
Track Hoe – John Deere 690 or Equivalent	70		
Truck, Flatbed	70		
4 Wheel Drive Lift for Tower	70		
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	70		
Wheel Loader, 2.5 CY, 950 or Similar	70		
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	70		
Wheel Loader, 4.5 CY, 980 or Similar	70		
Wheel Loader-Backhoe, 1.0 – 1.5 CY	70		
Project Manager w/Cell Phone and Vehicle	70		
Operations Manager w/Cell Phone and Vehicle	70		
Crew Foreman w/Cell Phone and Vehicle	70		

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Hourly Labor and Equipment Fee Price Schedule

Reference to RFP Description of Services/Scope of Services 4.3.1 Item 1. All pricing shall be made independent of other line items as County may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the County may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer. Hourly rates are applicable for the first 70 hours only - equipment pricing shall be inclusive of operator (personnel) expenses, unless indicated otherwise.

	A	B	C
Item	Hours	Hourly Equipment Rate	Hourly Labor Rate
Tree Climber includes Chainsaw and Gear	70		
Laborer includes Chain Saw	70		
Laborer w/Small Tools, Traffic Control, or Flagperson included	70		
Bonded and Certified Security Personnel	70		
Crew - Wheel Loader, 2.5 CY, 950 or similar with Operator, Foreman with vehicle and small equipment, Laborer with chain saw, and 2 Laborers with small tools, rate shall include equipment	70		
Other – Please List	70		

UNIT RATE PRICE SCHEDULE

Reference to RFP Description of Services/Scope of Services 4.3. Items 2 to 20. All pricing shall be made independent of other line items as City may elect to award multiple contracts for the same or different services. Proposers can elect to "No Bid" individual service offerings however the City may give preference to Proposers with the most comprehensive service offering. Please write in "No Bid" for any service offering that that Proposers elect to not to offer.

2 Eligible Vegetative Debris Removal Work consists of the collection and transportation of Eligible Vegetative Debris on the ROW to a City approved DMS site or City Designated Final Disposal Site. *	\$ Per CY
0 - 15.00 miles	
15.01 - 30.00 miles	
30.01 - 45.00 miles	
3 Eligible C&D Debris Removal Work consists of the collection and transportation of Eligible C&D Debris on the ROW to a City approved DMS site or City Designated Final Disposal Site. *	\$ Per CY
0 - 15.00 miles	
15.01 - 30.00 miles	
30.01 - 45.00 miles	
4 Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible Non-RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site. *	\$ Per CY
0 - 15.00 miles	
15.01 - 30.00 miles	
30.01 - 45.00 miles	
5 Eligible Demolition, Removal, Transport and Disposal of RACM Structures Work consists of the decommissioning, demolition and disposal of Eligible RACM Structures on public or private property and hauling the resulting debris to a City Designated Final Disposal Site. *	\$ Per CY
0 - 15.00 miles	
15.01 - 30.00 miles	
30.01 - 45.00 miles	
6 DMS Site Management, Operations and Reduction Work consists of managing and operating DMS sites and reducing Eligible disaster debris through grinding or source separation and reduction. Contractor shall provide certified scales and/or debris site towers as requested by City.	\$ Per CY
Vegetative Grinding	
Source Separation & Reduction	
7 DMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DMS sites and reducing Eligible vegetative disaster related debris through air curtain incinerators. Contractor shall provide certified scales and/or debris site towers as requested by City.	\$ Per CY
Vegetative Waste Only	

UNIT RATE PRICE SCHEDULE

8 DMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DMS sites and reducing Eligible vegetative disaster related debris through controlled open burning. Contractor shall provide certified scales and/or debris site towers as requested by City.	\$ Per CY
Vegetative Waste Only	
9 Haul-out of Reduced Eligible Debris to a County Designated Final Disposal Site Work consists of loading and transporting reduced Eligible disaster related debris at a City approved DMS site to a City Designated Final Disposal Site. *	\$ Per CY
0 - 15.00 miles	
15.01 - 30.00 miles	
30.01 - 45.00 miles	
10 Removal of Eligible Hazardous Leaning Trees and Hanging Limbs Work consists of removing Eligible hazardous trees or limbs and placing them on the safest possible location on the ROW for collection under the terms and conditions of Scope of Services Element 2, Eligible Vegetative Debris Removal.	\$ Per Tree
6 inch to 12.99 inch diameter	
13 inch to 24.99 inch diameter	
> 25.00 inch diameter	
Hanger Removal (per Tree)	
11 Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a City approved DMS site or City Designated Final Disposal Site. Contractor to backfill all stump holes.	\$ Per Stump
24 inch to 36.99 inch diameter	
37 inch to 48.99 inch diameter	
49 inch and larger diameter	
12 Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). City to designate specific materials to be collected as part of HHW program.	\$ Per LB
Cost per Pound	
13 Eligible ROW White Goods Debris Removal Work consists of the removal of Eligible White Goods from the ROW to a designated City approved DMS site. Contractor shall be responsible for recovering/disposing refrigerants as required by law as well as unit decontamination in a contained area. The Contractor shall also be responsible for the transportation of Eligible White Goods from the designated City approved DMS site to a approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the City on invoices.	\$ Per Unit
Refrigerators, freezers and other items requiring refrigerant recovery and decontamination	
All other white goods	

UNIT RATE PRICE SCHEDULE

14 Eligible E-waste Item Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and other peripherals unless otherwise specified in writing by the City.	\$ Per Pound
Cost per Pound	
15 Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	\$ Per LB
Cost per Pound	
16 Eligible Waterways and Drainage System Debris Removal Work consists of removal, transportation, and lawful processing and/or disposal of debris collected from waterways and drainage systems to a City approved DMS or City Designated Final Disposal Site.	\$ Per Unit Listed
Cubic Yard	
Linear Foot	
17 Soil/Sand/Beach Screening Work consists of the collection of Eligible debris laden sand from County beaches, transportation to a processing screen, processing of sand through a screen, maintenance of sand-pile, transportation of screened sand back to a City beach and shaping sand to final grade.	\$ Per CY
Cubic Yard	
18 Fill Dirt Dirt is for work listed in item 11 - Removal of Eligible Hazardous Stumps. Priced in cubic yards.	\$ Per CY
Cubic Yard	
19 Eligible Abandoned Motor Vehicle Removal Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the City and subsequently transported to an approved staging area/final disposal site. Contractor is responsible for final disposal. Price is based on per unit cost.	\$ Per Unit
Cost per Unit	
20 Eligible Abandoned Vessel Removal Work consists of the removal of Eligible Abandoned Vessels in areas identified and approved by the City and subsequently transported to an approved staging area. Contractor is responsible for final disposal. Price is based on the linear feet of the vessel.	\$ Per Linear Foot
Vessels less than 22 linear feet	
Vessels 22 linear feet and greater	
* Additional Cost Per CY per mile for disposal sites outside of Sarasota County For disposal sites outside the City limits that exceed 45 miles, additional mileage will be applied and will begin at the legal City of Venice boundary line, at its closest point to the approved disposal location, and is calculated as follows: (CY*.0575)*(Miles)+(CY*Items 2 or 3 or 4 or 5 or 9) = Total cost per load. Mileage rate is subject to change based on IRS approved rate.	CY/Mile 0.0575

STATEMENT of DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more BIDS/RFPS which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a BID/RFP received from a business that certifies that it has implemented a drug-free workplace program shall be given preference. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under BID/RFP a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under BID/RFP, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace, no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by an employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

Firm Name

Name of Authorized Individual

Authorized Signature

Date

State of _____ SS.
County of _____

PUBLIC ENTITY CRIME INFORMATION

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. [287.017](#), F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

I, _____, being an authorized representative of the firm of _____, located at
City: _____
State: _____ Zip: _____, have read and understand the contents of the Public Entity
Crime Information and hereby submit our proposal accordingly.

Authorized Signature

Printed Name, Title

Date

Federal ID No.

Phone

Fax

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION**

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

1. By responding to this solicitation, the Firm certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency from participation in this transaction.
2. The undersigned also certifies that the Firm and its principals:
 - (a) Have not, within a three-year period preceding this certification, 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 anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - (b) 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 2. (a) of this Certification; and have not within a three-year period preceding this certification had one or more public transactions (Federal, State or Local) terminated for cause or default.
3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

CERTIFICATION OF LOWER TIER CONTRACTS REGARDING DEBARMENT

1. The successful Firm, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in federally-assisted projects. The successful Firm will accomplish this by:
 - (a) Checking the System for Award Management at website: <http://www.sam.gov>;
 - (b) Collecting a certification statement similar to the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, above; and
 - (c) Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

Dated this _____ day of _____, 2017.

By:

Authorized Signature

Printed Name, Title

Firm Name

Address: _____

CONFLICT/NON-CONFLICT OF INTEREST AND LITIGATION STATEMENT

CHECK ONE

- ☐ To the best of our knowledge, the undersigned Offeror has no potential conflicts of interest due to any other clients, contracts, or property interest for this project.

OR

- ☐ The undersigned Offeror, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

IN FLORIDA ONLY, JUDGMENTS AGAINST THE FIRM, AND SUITS AGAINST CITY OF VENICE. INCLUDE ACTIONS AGAINST THE FIRM BY OR AGAINST ANY LOCAL, STATE, OR FEDERAL REGULATORY AGENCY.

CHECK ONE

- ☐ The undersigned Offeror has had no litigation adjudicated against the Offeror on any projects in the last five (5) years and has filed no litigation against City of Venice in the last five (5) years.

OR

- ☐ The undersigned Offeror, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation in Florida adjudicated against the Offeror during the past five (5) years; all legal actions against City of Venice during the past five (5) years; and actions by or against any Federal, State and local agency during the past five (5) years.

Company Name:

Authorized Signature:

Name (print or type):

Title:

Failure to check the appropriate blocks above may result in disqualification of your proposal. Failure to provide documentation of a possible conflict of interest, or a summary of past litigation, may result in disqualification of your Proposal. Should additional information regarding the above items come to the attention of City of Venice after award, the awarded contract shall be subject to immediate termination.

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

As the person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

Firm Name

Name and Title of Authorized Individual

Authorized Signature

Date

E-VERIFICATION CERTIFICATION

Project:

The Vendor/Contractor acknowledges and agrees to the following:

The Vendor/Contractor certifies, by submission of this proposal or acceptance of this contract, that the Vendor/Contractor:

1. Shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Contractor during the term of the contract; and
2. Shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Further information can be found at the following website: <http://www.uscis.gov/e-verify>.

Firm Name

Name of Authorized Individual

Authorized Signature

Date

DISTRACTED DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 and involve driving a motor vehicle in performance of work activities associated with the project.

Firm Name

Name of Authorized Individual

Authorized Signature

Date

PROHIBITION of SEGREGATED FACILITIES

The contractor must comply with the requirements of the E.E.O. clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

The Prohibition of Segregated Facilities clause must be incorporated into in any contract containing the Equal Employment Opportunity clause of 41 CFR § 60.1. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

Firm Name

Name of Authorized Individual

Authorized Signature

Date

**STATEMENT OF PARTICIPATION IN CONTRACTS SUBJECT TO
NON-DISCRIMINATION CLAUSE**

The Bidder shall complete the following statement by checking the appropriate boxes:

The Bidder has () has not () participated in a previous contract subject to the non-discrimination clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

The Bidder has () has not () submitted all compliance reports in connection with any such contract, due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated previously in a contract subject to the non-discrimination clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report, EEO-1" prior to award of the contract.

Name and Title of Authorized Individual

Authorized Signature

Date

EQUAL EMPLOYMENT OPPORTUNITY REPORT STATEMENT

The Bidder (Proposer) shall complete the following statement by checking the appropriate boxes. Failure to complete these blanks may be grounds for rejection of the bid:

1. The Bidder (Proposer) has _____ has not _____ developed and has on file at each establishment Affirmative Action Programs pursuant to 41 CFR 60-1.40 and 41 CFR 60-2.
2. The Bidder (Proposer) has _____ has not _____ participated in any previous contract or subcontract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, as amended.
3. The Bidder (Proposer) has _____ has not _____ filed with the Joint Reporting Committee the annual compliance report on Standard Form 100 (EEO-1 Report).
4. The Bidder (Proposer) does _____ does not _____ employ fifty (50) or more employees.

Name and Title of Authorized Individual

Authorized Signature

Date

CERTIFICATION – TRAFFICKING in PERSONS

Project:

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

(A) Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity, other than a State, local government, Indian tribe, or foreign public entity, including private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:

- (1) Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
- (2) Procuring a commercial sex act during the period of time that the agreement is in effect; or
- (3) Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.

(B) In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), allows the FAA to unilaterally terminate an agreement, without penalty, if a private entity:

- (1) Is determined to have violated the Prohibitions; or
- (2) Has an employee who the FAA determines has violated the Prohibitions through conduct that is either:
 - (a) Associated with the performance of the agreement; or
 - (b) Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA in 49 CFR Part 29.

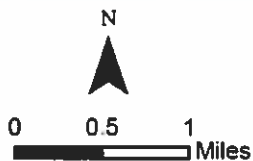
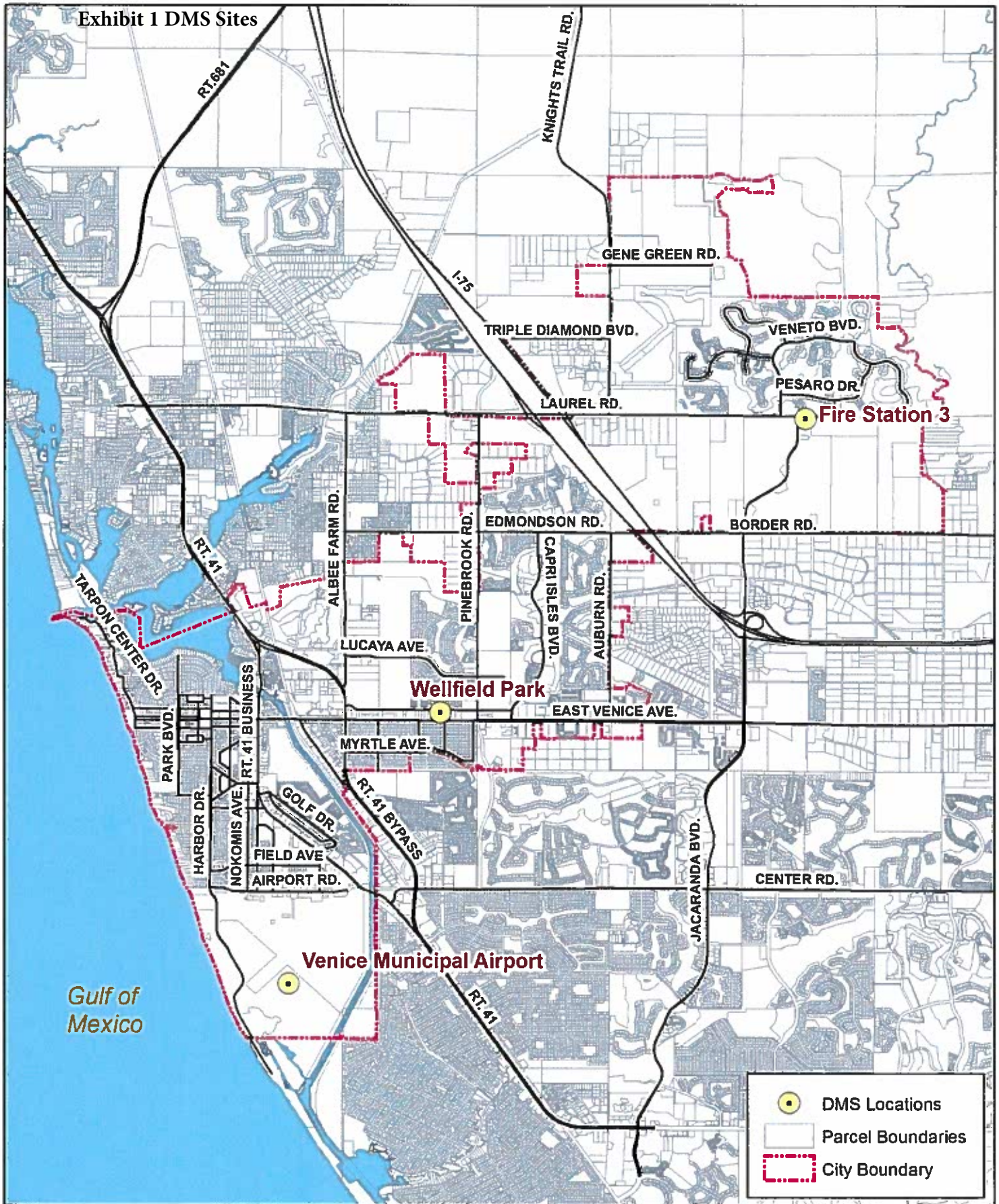
Firm Name

Name of Authorized Individual

Authorized Signature

Date

Exhibit 1 DMS Sites



City of Venice Debris Management Sites (DMS)



Created by
City of Venice
Date: 4/15/2015

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

Exhibit 2 Hazardous Stump Extraction and Removal Eligibility

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

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 CY	Comments (See attached sketch, photo, etc.)
			Yes	No			Yes	No		
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										

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

Exhibit 3 Federal Aid- Construction Contracts

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

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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

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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

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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.

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(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.

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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.

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 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 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.

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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:

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"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.

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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

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

* * * * *

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.

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ATTACHMENT A - 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.

Exhibit 4 Retainage Table Guidelines

Retainage Table Guidelines						
Value of Task Order	% of Contract Amount Earned	% of Time Used				Total Retainage at Completion of Project*
		0 to < 25 % Retained	25 to < 50 % Retained	50 to <75 % Retained	75 to 100 ** % Retained	
Less than \$1M	=/> % Time	10%	10%	10%	10%	10.00%
	< 15% behind	10%	10%	10%	10%	
	15% or > behind	10%	10%	10%	10%	
>\$1M to \$5M<	=/> % Time	5%	5%	5%	5%	5.00%
	< 15% behind	7%	7%	7%	7%	
	15% or > behind	10%	10%	10%	10%	
>\$5M	=/> % Time	5%	5%	0%	0%	2.50%
	< 15% behind	5%	5%	5%	5%	
	15% or > behind	10%	10%	10%	10%	

* Assuming everything is on schedule

** Additional retainage may be withheld if there are problems observed with the work or schedule. The cost for deficient work that is not corrected and remaining work items may be estimated and an amount of two times that value may be withheld in addition to the retainage amounts shown here.



*Florida Department of Environmental Protection
Guidance for Establishment, Operation and Closure of
Disaster Debris Management Sites with or without
Deepwater Horizon Oil Spill Debris
May 21, 2014*

General Information

1. The Department of Environmental Protection (Department) understands that in addition to other requirements by the Federal Emergency Management Agency (FEMA), disaster debris management sites (hereinafter called "management sites") must be authorized by the Department in order for the owner/operator of the management site to receive Public Assistance funds from FEMA. Field authorizations for management sites may be issued by the Department prior to or following a site inspection by Department or delegated county personnel for management sites to be used for temporary storage and processing of disaster debris. Field authorizations for management sites may only be issued by the Department subsequent to an Executive Order by the Governor declaring a state of emergency and an Emergency Final Order by the Secretary of the Department authorizing debris management sites.
2. This guidance document does not apply to management of oil spill debris from the Deepwater Horizon Oil Spill (hereinafter called "the Spill"), which commenced on April 20, 2010, except to the extent that oil spill debris may be mixed with disaster debris. Oil debris cleanup activity is otherwise authorized under Emergency Final Order OGC No. 10-1610, as amended, and field authorizations for management sites to address the oil debris are issued by the Department in accordance with that Order. These "oil spill debris management sites" are separate from and should not be confused with "disaster debris management sites" that are addressed in this guidance.
3. If a storm event occurs resulting in the Department issuing an Emergency Final Order to address cleanup of debris from that storm, then the Spill may also result in oil being mixed with this disaster debris in the coastal areas of Florida. In those cases, this guidance does apply to management sites that will be managing disaster debris that is also mixed with oil from the Spill. Any disaster debris mixed with this oil is considered a mixed waste and may be managed at authorized management sites. It does not have to be handled separately from other mixed debris at the management site, but it must be disposed of at permitted Class I landfills.
4. Field authorizations for management sites with or without oil from the Spill may be requested by providing oral or written notice to the Department containing the following information:
 - A description of the management site design. For example, is the management site an open field or paved? Is it near bodies of water or potable wells? What areas would be used for managing debris and for processing?

- Plans for operation of the management site. For example, will it be used for managing only or also processing? What wastes will be managed and what are the anticipated operating hours and days of the week when the site will be open? Who can bring wastes to the site? If processing occurs, what type is expected?
 - The location of the management site including the address and, if possible, its latitude and longitude or directions from major roadways.
 - The name, address, and telephone number of the site manager.
5. The Department prefers that requests for authorization of management sites be made by solid waste officials in the county or city where the management site is located. Such management sites do not need to be owned by the local government but must have county or city (or its designated contractors) oversight and management. The Department may consider approving the private operation of management sites on a case-by-case basis.
6. The owner or operator of each management site should keep records of the amount and type of waste received, waste sent off-site for disposal or recycling, and waste left on-site. Such records can be very valuable for demonstrating that the management site has been operated in accordance with applicable regulations and orders. These records should be kept at a location designated by the site manager and made available for review by Department staff upon request.

Location of Management Sites

7. If possible, it is advisable to test the soil, groundwater, and/or surface water at a proposed management site prior to receipt of storm debris to establish pre-existing conditions.
8. Management sites for debris other than yard trash and uncontaminated vegetative debris must not be located within 500 feet of a potable water well, unless otherwise approved by the Department. Management sites for yard trash and uncontaminated vegetative debris must not be located within 100 feet of a potable water well, unless otherwise approved by the Department.
9. Management sites for debris other than yard trash and uncontaminated vegetative debris must not be located within 200 feet of a natural or artificial body of water, unless otherwise approved by the Department. Management sites for yard trash and uncontaminated vegetative debris must not be located within 50 feet of a natural or artificial body of water, unless otherwise approved by the Department.
10. In no case should a management site be located in a water body or wetlands.

11. If prehistoric or historic artifacts, vessel remnants, or any other physical remains that could be associated with Native American cultures, early colonial or American settlement, or maritime history are encountered at any time within the project area, the project should cease all activities involving disturbance in the immediate vicinity of such discoveries. The owner or operator, or other designee, should contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section at (850) 245-6333, as well as the appropriate authorizing agency. The project activities should not resume in the vicinity of the discovery without verbal and/or written authorizations.

Operation of Management Sites

12. Management sites should have:
 - Stormwater controls, such as silt fences, to prevent discharge of contaminated runoff into water bodies where such discharge may cause violations of Department standards (example: turbidity);
 - Some method to control the offsite migration of dust, wood chips or other debris residuals from vehicular traffic and from the handling of debris and ash;
 - Some type of access control to prevent unauthorized dumping and scavenging; and,
 - Spotters to correctly identify and segregate waste types for appropriate management.
13. All reasonable steps must be taken to minimize the release of contaminants from the disaster debris at the management site, especially if it is mixed with oil from the Spill. If contaminants are released into the environment, the entity operating the management site must take immediate steps to contain the release and notify the Department within 24 hours.
14. Only construction and demolition debris, land clearing debris, yard trash, vegetative waste, or Class III waste may be stored at the management site. Class I waste (such as household garbage, putrescible waste, mixed wastes containing these materials, or wastes visibly contaminated with oil from the Spill) must be removed from the management sites and disposed of as soon as practicable to prevent odor, vectors and sanitary nuisances. Again, spotters should be used during waste pickup and/or at the management sites to correctly identify and segregate waste types for appropriate management. The following management options for the disaster debris must be followed:
 - Class I wastes, including all mixed wastes, must be disposed of at a Class I landfill or, except for asbestos-containing materials, in a waste-to-energy facility that is authorized to accept such wastes.

- Non-recyclables and residuals generated from segregation of disaster debris shall also be disposed of in a Class I landfill or waste-to-energy facility.
 - Uncontaminated yard trash may be disposed of in permitted lined or unlined landfills, permitted land clearing debris facilities, or permitted construction and demolition debris disposal facilities.
 - Uncontaminated yard trash and clean wood may be processed at a registered yard trash processing facility.
 - Construction and demolition debris that is mixed with other disaster debris need not be segregated from other solid waste prior to disposal in a lined landfill. Construction and demolition debris that is either source-separated or is separated from other disaster debris at an authorized management site, and is not visibly contaminated with oil from the Spill, may be managed at a permitted construction and demolition debris disposal or recycling facility upon approval by the Department of the methods and operational practices used to inspect the waste during segregation.
 - Unsalvageable refrigerators and freezers containing solid waste such as rotting food that may create a sanitary nuisance may be disposed of in a Class I landfill; provided, however, that chlorofluorocarbons and capacitors must be removed and recycled to the greatest extent practicable using techniques and personnel meeting the requirements of 40 CFR Part 82.
15. Burning of disaster-generated yard trash, other vegetative debris, and in some cases demolition debris (provided reasonable efforts are made to limit the demolition debris being burned to untreated wood), including such materials that may be mixed with oil from the Spill, is allowed in air curtain incinerators (ACIs) if the conditions of the appropriate Emergency Final Order¹ are followed. The following additional information is provided for operation of the ACIs and management of the ash residue:
- The ACI burn area should have a minimum setback distance of 100 feet from the debris piles and 1000 feet from the nearest building, or as required by the local Fire Department.
 - Ash should be removed from the ACI burn pit when the level reaches approximately two feet below the lip of the burn pit, and the burn should be extinguished two hours before removal of the ash.

¹ The Emergency Final Orders can be obtained from the Department's website at the following address: <http://www.dep.state.fl.us/mainpage/em/info.htm>. The Emergency Final Orders also include information on the management of domestic wastewater residuals.

- As required in the Emergency Final Order, ash residue from the combustion of vegetative debris may be disposed of in a permitted disposal facility, or may be land spread in any areas approved by local government officials except in wellfield protection areas, wetlands, or water bodies.
 - As required in the Emergency Final Order, ash from the combustion of other disaster debris shall be disposed of in a Class I landfill.
16. Open pile burning of disaster-generated vegetative debris must receive prior authorization from the Division of Forestry. Ash from this burning may be disposed or used as described above for ACIs. Open pile burning of disaster debris contaminated with oil from the Spill is not allowed except as may be specifically provided in the Emergency Final Order.
17. Chipping and/or grinding of uncontaminated disaster-generated vegetative debris is encouraged to help reduce the volume of the material. The Department recommends the following guidelines for managing the volume reduced material:
- In accordance with National Fire Protection Association², mulch and chip piles should not exceed 18 feet in height, 50 feet in width, and 350 feet in length. Piles should be subdivided by fire lanes having at least 25 feet of clear space at the base around each pile. These piles should not be compacted.
 - Smoking should only be allowed in designated areas well away from the combustible material.
 - Possible uses of the size reduced material include: (1) a soil amendment where it is disked into the soil or mixed with potting soil; (2) as mulch for weed control, moisture retention, soil temperature control, erosion control, or slope stabilization; (3) fuel; (4) feedstock for composting operations; (5) animal bedding material; and (6) pulp wood.
 - Use of the size reduced material as a soil amendment must be at normally accepted agronomic rates as determined by industry practice. Recommendations for appropriate application rates by the Institute of Food and Agricultural Sciences³ (IFAS) may be used, and can be obtained from the local IFAS Agricultural Extension agent.
 - The use of mulch must be considered beneficial rather than disposal. Mulch must not be placed in water bodies or wetlands.

² NFPA 230, "Standard for the Fire Protection of Storage"

³ The web address for IFAS is <http://www.ifas.ufl.edu/>

Closure of Management Sites

18. Management sites for disaster debris are temporary locations that can be used for the duration of the Emergency Final Order or as otherwise approved by the Department. The following guidelines apply to the closing of temporary management sites:
 - Owner/operators of the management sites must contact the Department prior to closing a management site to discuss and coordinate what will be required for closure including environmental sampling, if needed.
 - All disaster debris must be removed by the expiration of the Emergency Final Order, unless otherwise approved by the Department.
 - Mulch produced from processing uncontaminated vegetative debris may be left on-site if prior approval is obtained from the Department. The Department will consider these requests on a case-by-case basis.
 - Areas that were only used to manage uncontaminated vegetative debris, or ash from burning solely vegetative debris, will not require any environmental sampling after the debris or ash is removed unless there is reason to believe that the area may have become contaminated (e.g., significant visible staining or known contaminant releases in the area).
 - Areas that were used to manage mixed debris or ash from burning mixed debris will normally require environmental sampling after the debris or ash is removed unless there is reason to believe that no contamination of the area occurred (e.g., the area is paved with asphalt or concrete and there is no visible evidence of staining or known contaminant releases).
 - When environmental sampling for soils and groundwater is needed, it should typically include at least one soil sample and one groundwater monitoring well in areas showing significant visible staining or areas believed to be impacted by the managed waste or ash. Unless otherwise approved by the Department, these samples should normally be analyzed for total RCRA metals, volatile organic compounds, and semi-volatile organic compounds using approved EPA methods. The Department can also require other approaches to conducting environmental sampling at management sites on a case-by-case basis.
19. The Department must be informed in writing when all closure activities at the management site are completed. If environmental sampling was conducted as part of the closure activities, then the closure notice should include the results of this sampling, unless otherwise approved by the Department.