TERM CONTRACT FOR
DISASTER DEBRIS REMOVAL

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between the City of Venice, a political subdivision of the State of Florida, hereinafter referred to as the "City" and CrowderGulf Joint Venture, Inc., a Florida corporation, hereinafter referred to as "Contractor".

WITNESSETH

WHEREAS, the City requires the services of a Contractor to perform disaster debris removal on an as-needed basis; and,

WHEREAS, the City issued a solicitation, Request For Proposals # 3099-19 on May 8, 2019; and,

WHEREAS, the City evaluated the responses received and found the Contractor qualified to perform the necessary services; and,

WHEREAS, the City issued a Notice of Recommended Award on July 05, 2019; and,

WHEREAS, the nature of the services being provided is such that the quantity and extent of services may be subject to periodic adjustment through future amendments to this Term Contract; and,

WHEREAS, the Contractor has reviewed the services required pursuant to the Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for disaster debris removal, in accordance with the technical specifications made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Term Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for a period of three (3) years. This Term Contract may be renewed for up to two (2) additional one-year periods subject to written agreement of both parties.

III. COMPENSATION AND PAYMENT FOR CONTRACTOR'S SERVICES

A. The City shall pay the Contractor for the services rendered hereunder and completed in accordance with Exhibit B, Unit Price Rate Schedule, attached hereto and incorporated herein, and the terms and conditions of this Term Contract. There is no expenditure amount specified for spending under this Term Contract.

B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a Purchase Order from the City. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and City may elect to issue no purchase orders.

C. The City's performance and obligation to pay under this Term Contract is contingent upon an appropriation by the City of Venice City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

D. Payment of Contractor by City is not contingent upon the City being reimbursed by the Federal Emergency Management Agency or other government agencies. However, if the Contractor performs work that is not specified in a task order that has been issued by the City prior to commencement of the work, then the Contractor shall have done work at its own expense and will not be reimbursed for such work by the City.

IV. ADDITIONAL SERVICES

A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the City's authorized agent as set forth below.

B. If the City's Authorized Representative requires the Contractor to perform additional services related to this Term Contract and if such services are not required as a result of error, omission or negligence of Contractor, then in such event the Contractor shall be entitled to additional compensation. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. Any additional service or work performed before a written Amendment to this Term Contract shall not be compensated by the City.

V. METHOD OF PAYMENT

A. The City shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, F.S., et seq., upon receipt of the Contractor's invoice and written approval of same by the City's Authorized Representative indicating that services have been rendered in conformity with this Term Contract.

B. The Contractor shall submit invoices for payment to the City for those specific services provided in accordance with Exhibit B.

C. The Contractor's invoices shall be in a form satisfactory to the City, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the City.

VI. LIABILITY OF CONTRACTOR

A. The Contractor shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.

B. This section of the Term Contract will extend beyond the term of the Term Contract.

VII. CONTRACTOR'S INSURANCE

Before performing any work pursuant to this Term Contract, Contractor shall procure and maintain, during the life of this Term Contract unless otherwise specified, insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

A. Contractor acknowledges that it is familiar with the technical specifications of the solicitation, including any addenda, and that it will perform the services as required.

B. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for

the Contractor), to solicit or secure this Term Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.

D. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct as specified in §112.313, Florida Statutes (F.S.), as it relates to work performed under this Term Contract. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

E. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The City further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the City Procurement Code if the Contractor does not abide by the terms of this section VIII.E.

F. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.

G. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of seven (7) years after completion of the services.

H. §287.135, F.S., prohibits agencies from contracting with companies for goods or services of $1,000,000 or more, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. Both lists are created pursuant to §215.473, F.S. Contractor certifies that the organization is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List and understands that pursuant to §287.135, F.S., the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

I. The Contractor shall notify the City's Authorized Representative at least one (1) day in advance of any meeting between the Contractor and any stakeholder, including, but not limited to, City of Venice City Council, regulatory agencies or private citizens.

J. The Contractor is, and shall be, in the performance of all work services and activities under this Term Contract, an independent contractor and not an employee, agent or servant of City. All persons engaged in any work or services performed pursuant to this Term Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

IX. TIMELY PERFORMANCE OF CONTRACTOR'S PERSONNEL

A. The timely performance and completion of the required services is vitally important to the interest of the City.

B. The personnel assigned by the Contractor to perform the services of this Term Contract shall comply with the information presented in the solicitation. The Contractor shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the City's Authorized Representative's written approval before said changes or substitution can become effective.

C. The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth in the solicitation, or as otherwise identified in the City's Purchase Order or specified by the City's Authorized Representative, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF CITY

A. The City's Authorized Representative is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection.

2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar day's written notice to the Contractor to terminate the services of the Contractor. The City shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Authorized Representative, shall be considered a default of the Term Contract and sufficient reason for termination. The Contractor shall be notified in writing by the City and shall have an opportunity to cure such default within ten (10) working days after notification.

C. In the event that the Contractor has abandoned performance under this Term Contract, then the City may terminate this Term Contract upon three (3) calendar day's written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.

D. The Contractor shall have the right to terminate services only in the event of the City failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Authorized Representative, or if the Project is suspended by the City for a period greater than ninety (90) calendar days.

E. The City reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

F. After consultation with and written Notice to the Contractor providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part, and if necessary, may demand the return of a portion or all of the amount previously paid to the Contractor due to:

1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;

2. The quantity of the Contractor's work not delivered or performed as

represented in the Contractor's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City, or its property;

4. Loss caused by the Contractor;

5. The Contractor's failure or refusal to perform any of the obligations to the City after written Notice and a reasonable opportunity to cure as set forth above.

XII. DISPUTE RESOLUTION

A. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties agree to enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.

B. In the event mediation is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

C. The venue for any legal or judicial proceedings in connection with the enforcement or interpretation of this Term Contract shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida, which shall have personal jurisdiction over each of the parties to the Term Contract.

D. The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Term Contract.

E. This Term Contract and the rights and obligations of the Parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

F. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

The City's Authorized Representative, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Term Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be in effect for a specified period after the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the

order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Authorized Representative may take one of the following actions:

1. Cancel the stop work order; or

2. Terminate the work covered by the order; or

3. Terminate the Term Contract in accordance with provisions contained in Section XI. A.

In the event the City determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

XIV. PUBLIC RECORDS

Contractor agrees to comply with Florida's public records law by keeping and maintaining public records that ordinarily and necessarily would be required by the public agency in order to perform the services of this Contract; upon the request of the City's Custodian of Public Records, by providing the City with copies of or access to public records on the same terms and conditions that City would provide the records and at a cost that does not exceed the cost provided by Florida law; by ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed excepts as authorized by law for the duration of the term of the Contract and following completion of the Contract if the Contractor does not transfer the records to the City; and upon completion of the Contract by transferring, at no cost, to City all public records in possession of Contractor or by keeping and maintaining all public records required by the City to perform the services of this Contract. If the Contractor transfers all public records to the City upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO

PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS LORI STELZER, MMC, CITY CLERK, AT 401 W. VENICE AVENUE, VENICE, FLORIDA 34285, (941) 882-7390, LSTELZER@VENICEGOV.COM.

XV. MISCELLANEOUS

A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No Amendment, change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.

B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.

C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The provisions of Form FHWA-1273 generally apply to all Federal-aid highway construction projects, and must be physically incorporated into the construction contract, subcontracts and lower-tier subcontracts. A State Highway Administration (SHA) is not permitted to modify the provisions of Form FHWA-1273. However, a SHA may develop a separate supplemental specification or special provision as long as the content does not conflict with Federal requirements or change the intent of the provisions of Form FHWA-1273. FHWAA-1273 is made part of this Term Contract as Attachment 1, attached hereto and incorporated herein.

E. The provisions of 2 CFR Part 200 Appendix II - Contract Provisions (FEMA Reimbursements) as required for all contracts that may be related to FEMA reimbursement is made part of this Term Contract as Attachment 3, attached hereto and incorporated herein.

F. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.

G. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City, except that claims for the money due or to become due the Contractor from the City under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Notice of any such transfer or assignment due to bankruptcy shall be

promptly given to the City.

H. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.

K. The rights and remedies of the City provided for under this Term Contract are in addition to any other rights and remedies provided by law.

L. Any notices, reports, or any other type of documentation required by this Term Contract shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

	Contractor's Representative	**City's Authorized Representative**
Name:	John Ramsay	Name: James Clinch
	President	Director of Public Works
Address:	5435 Business Parkway	Address: 221 S. Seaboard Avenue
	Theodore, AL 36582	Venice, FL 34285
Telephone:	800-992-6207	Telephone: 941-486-2422
Facsimile:	251-459-7433	Facsimile: 941- 486-2625
E-mail:	jramsay@crowdergulf.com	E-Mail: jclinch@venicegov.com

M. Any change in Representatives will require prompt notification by the party making the change.

N. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.

O. The solicitation and all attachments and addenda thereto are hereby incorporated in the Term Contract by reference.

P. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Term Contract
2. Solicitation
3. City's Purchase Order

TERM CONTRACT FOR
DISASTER DEBRIS REMOVAL

IN WITNESS WHEREOF, the parties to the agreement have hereunto set their hands and seals and have executed this agreement, the day and year first above written.

(SEAL)

ATTEST:

CITY OF VENICE
IN SARASOTA COUNTY, FLORIDA

_____
CITY CLERK

BY: _____
MAYOR JOHN HOLIC

Approved as to Form and Correctness

_____
KELLY M. FERNANDEZ, CITY ATTORNEY

ATTEST:

Wesley Naile

Wesley Naile
Signed by (typed or printed)
Contract Administrator

CROWDERGULF JOINT VENTURE, INC.

BY: Ashley Ramsay-Naile

Ashley Ramsay-Naile
Signed by (typed or printed)
Sr. Vice President/COO

EXHIBIT A
TECHNICAL SPECIFICATIONS

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"

EXHIBIT A
TECHNICAL SPECIFICATIONS

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.

EXHIBIT A
TECHNICAL SPECIFICATIONS

"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.

EXHIBIT A
TECHNICAL SPECIFICATIONS

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

EXHIBIT A
TECHNICAL SPECIFICATIONS

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

EXHIBIT A
TECHNICAL SPECIFICATIONS

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. In addition, the Contractor(s) shall be required to conduct up to two (2) training classes on debris management related topics for City staff 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. Examining debris to determine whether or not debris is '"Eligible"
2. Loading the debris
3. Hauling debris to City approved Debris Management Sites (DMS) or City Designated Final Disposal Site(s)
4. Reducing disaster related debris
5. Hauling reduced debris to a City Designated Final Disposal Site
6. 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. <u>General Notes – Disaster Operations</u>

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/weigh 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.

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. <u>(Item 4) "Eligible" Demolition, Removal, Transport and Disposal of Non-RACM Structures</u>

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. <u>(Item 5) "Eligible" Demolition, Removal, Transport and Disposal of RACM Structures</u>

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. <u>(Item 6) DMS(s) Management, Operations and Reduction</u>

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. <u>(Item 7) DMS(s) Management, Operations and Reduction - Air Curtain Incinerators</u>

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' 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 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, such equipment shall receive a maximum of 85 percent of the certified hauling capacity for reimbursement purposes.

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.

EXHIBIT A
TECHNICAL SPECIFICATIONS

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 damaged 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.shtm.

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 DOF, no waivers from these regulations are possible. The governing statute and DOF 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.

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

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

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

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

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

2. Withholding

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

3. Payrolls and basic records

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

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

ATTACHMENT A - 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.

Attachment 2- 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.

ATTACHMENT 3
FEDERAL GRANT REQUIREMENTS 2 CFR PART 200 APPENDIX II
CONTRACT PROVISIONS

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

    a. Standard: Contracts for more than the simplified acquisition threshold ($150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

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

2. Termination for Cause and Convenience.

    a. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

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

3. Equal Employment Opportunity.

    a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

    b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

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

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

"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, 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, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

(3) 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.

(4) 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.

(5) 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.

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

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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."

4. Davis Bacon Act and Copeland Anti-Kickback Act.

   a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program**.

   b. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40

U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. **In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act.**" However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

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

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity 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 at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, 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.

d. 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 surroundings 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.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

"Compliance with the Contract Work Hours and Safety Standards Act.

(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 (write in the name of the Federal agency or the loan or grant recipient) 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."

6. Rights to Inventions Made Under a Contract or Agreement.

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

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

FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

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

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of $150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of $150,000:

"Clean Air Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal

government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA."

8. Debarment and Suspension.

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

   b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

   c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and *Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual* Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter *PDAT Supplement*]. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; *PDAT Supplement,* Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

   d. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

   e. Specifically, a covered transaction includes the following contracts for goods or services:

(1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

(2) The contract requires the approval of FEMA, regardless of amount.

(3) The contract is for federally-required audit services.

(4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

"Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions."

9. Byrd Anti-Lobbying Amendment.

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

b. Contractors that apply or bid for an award of $100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; *PDAT Supplement*, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must 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 non-Federal award. See *PDAT Supplement*, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause:

"Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or

cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

The Contractor,_____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq*., apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date"

10. Procurement of Recovered Materials.

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

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the 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 by 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 identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

> "(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
>
> (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
>
> (ii) Meeting contract performance requirements; or
>
> (iii) At a reasonable price.
>
> (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program."

11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes.

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records.

All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and

agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

"Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

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

12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: "This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor

will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives."

14. No Obligation by Federal Government.

    a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

    b. The following provides a contract clause regarding no obligation by the Federal Government: "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

15. Program Fraud and False or Fraudulent Statements or Related Acts.

    a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

    b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: "The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract."

EXHIBIT B
UNIT PRICE RATE SCHEDULE

Air Curtain Burner, Self Contained System	$	40.00
Bobcat Loader	$	120.00
50’ Bucket Truck	$	110.00
Crash Truck w/Impact Attenuator	$	88.00
Dozer, Tracked, D4 or Equivalent	$	80.00
Dozer, Tracked, D6 or Equivalent	$	140.00
Dozer, Tracked, D7 or Equivalent	$	170.00
Dozer, Tracked, D8 or Equivalent	$	195.00
Dump Truck, 10 CY-17 CY	$	40.00
Dump Truck, 18 CY-20 CY	$	60.00
Dump Truck, 21 CY-30 CY	$	80.00
Generator, 16 to 100 kW, List kW Capacity	$	60.00
Generator, 210 to 350 kW, List kW Capacity	$	85.00
Generator, 1,100 to 2,500 kW, List kW Capacity	$	170.00
Light Plant with Fuel and Support	$	25.00
Grader w/12’ Blade	$	120.00
Hydraulic Excavator, 1.5 CY	$	99.00
Hydraulic Excavator, 2.5 CY	$	130.00
Knuckleboom Loader	$	140.00
Lowboy Trailer w/Tractor	$	130.00
Mobile Crane up to 15 Ton	$	165.00
Pump, 40 to 140 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$	55.00
Pump, 200 HP to 350 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$	75.00
Pump, 500 HP to 650 HP (Minimum 25’ Intake and 200’ Discharge to Include Fuel and Support Personnel)	$	105.00
Vac Truck (Mist Capacity), List Capacity	$	170.00
Pickup Truck, .5 Ton	$	15.00
Skid-Steer Loader, 1,000 LB Capacity	$	95.00
Skid-Steer Loader, 2,000 LB Capacity	$	95.00
Tub Grinder, 800 to 1,000 HP	$	600.00
Track Hoe – John Deere 690 of Equivalent	$	110.00
Truck, Flatbed	$	30.00
4 Wheel Drive Lift for Tower	$	50.00
Water Truck (Non-Potable, Dust Control and Pavement Maintenance)	$	60.00
Wheel Loader, 2.5 CY, 950 or Similar	$	150.00
Wheel Loader, 3.5 – 4.0 CY, 966 or Similar	$	165.00
Wheel Loader, 4.5 CY, 980 or Similar	$	185.00
Wheel Loader-Backhoe, 1.0 – 1.5 CY	$	130.00
Project Manager w/Cell Phone and Vehicle	$	60.00

EXHIBIT B
UNIT PRICE RATE SCHEDULE

Operations Manager w/Cell Phone and Vehicle	$	65.00
Crew Foreman w/Cell Phone and Vehicle	$	58.00
Tree Climber includes Chainsaw and Gear	$	125.00
Laborer includes Chain Saw	$	44.00
Laborer w/Small Tools, Traffic Control, or Flagperson included	$	38.00
Bonded and Certified Security Personnel	$	67.00
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	$	305.00
Other – Please List		

EXHIBIT B
UNIT PRICE RATE SCHEDULE

Eligible Vegetative Debris Removal Work consists of the collection and transportation of Eligible Vegetative Debris on the ROW to a County approved DMS site or County Designated Final Disposal Site. *	**$ Per CY**	
0 - 15.00 miles	$	7.75
15.01 - 30.00 miles	$	8.90
30.01 - 45.00 miles	$	9.90
Eligible C&D Debris Removal Work consists of the collection and transportation of Eligible C&D Debris on the ROW to a County approved DMS site or County Designated Final Disposal Site. *	**$ Per CY**	
0 - 15.00 miles	$	7.75
15.01 - 30.00 miles	$	8.90
30.01 - 45.00 miles	$	9.90
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 County Designated Final Disposal Site. *	**$ Per CY**	
0 - 15.00 miles	$	16.00
15.01 - 30.00 miles	$	17.00
30.01 - 45.00 miles	$	18.00
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 County Designated Final Disposal Site. *	**$ Per CY**	
0 - 15.00 miles	$	19.00
15.01 - 30.00 miles	$	20.00
30.01 - 45.00 miles	$	21.00
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 County.	**$ Per CY**	
Vegetative Grinding	$	4.45
Source Separation & Reduction	$	3.25

EXHIBIT B
UNIT PRICE RATE SCHEDULE

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 County. Vegetative Waste Only	**$ Per CY** $ 3.25
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 County. Vegetative Waste Only	**$ Per CY** $ 2.98
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 County approved DMS site to a County Designated Final Disposal Site. *	**$ Per CY**
0 - 15.00 miles	$ 3.00
15.01 - 30.00 miles	$ 5.30
30.01 - 45.00 miles	$ 6.98
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	$ 48.00
13 inch to 24.99 inch diameter	$ 115.00
> 25.00 inch diameter	$ 225.00
Hanger Removal (per Tree)	$ 80.00
Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DMS site or County Designated Final Disposal Site. Contractor to backfill all stump holes.	**$ Per Stump**
24 inch to 36.99 inch diameter	$ 200.00
37 inch to 48.99 inch diameter	$ 285.00
49 inch and larger diameter	$ 385.00

EXHIBIT B
UNIT PRICE RATE SCHEDULE

Eligible Household Hazardous Waste Removal, Transport and Disposal Work consists of the removal, transportation and disposal of Eligible Household Hazardous Waste (HHW). County to designate specific materials to be collected as part of HHW program.	**$ Per LB**	
Cost per Pound	$	6.95
Eligible ROW White Goods Debris Removal Work consists of the removal of Eligible White Goods from the ROW to a designated County 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 County approved DMS site to a approved designated facility for recycling. Contractor shall record any revenue resulting from recycling efforts as a credit to the County on invoices.	**$ Per Unit**	
Refrigerators, freezers and other items requiring refrigerant recovery and decontamination	$	80.00
All other white goods	$	40.00
Eligible E-waste Item Removal Work consists of the recovery and disposal of televisions, computers, computer monitors, and other per phials unless otherwise specified in writing by the County.	**$ Per Pound**	
Cost per Pound	$	8.00
Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	**$ Per LB**	
Cost per Pound	$	1.00
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 County approved DMS or County Designated Final Disposal Site.	**$ Per Unit Listed**	
Cubic Yard	$	120.00
Linear Foot	$	32.50
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 County beach and shaping sand to final grade.	**$ Per CY**	
Cubic Yard	$	15.50

EXHIBIT B
UNIT PRICE RATE SCHEDULE

Fill Dirt Dirt is for work listed in item 11 - Removal of Eligible Hazardous Stumps. Priced in cubic yards.	**$ Per CY**
Cubic Yard	$ 18.00
Eligible Abandoned Motor Vehicle Removal Work consists of the removal of Eligible Abandoned Vehicles in areas identified and approved by the County 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	$ 150.00
Eligible Abandoned Vessel Removal Work consists of the removal of Eligible Abandoned Vessels in areas identified and approved by the County 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	$ 60.00
Vessels 22 linear feet and greater	$ 70.00
Additional Cost Per CY per mile for disposal sites outside of Sarasota County For out of county disposal sites that exceed 45 miles, additional mileage will be applied and will begin at the legal Sarasota County 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 $ -

EXHIBIT C – INSURANCE REQUIREMENTS

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.

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

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.**

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 sub-contractors, 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.

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.

EXHIBIT C – INSURANCE REQUIREMENTS

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.

Bond No. 107120901

Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582

SURETY:
(Name, legal status and principal place of business)

Travelers Casualty and Surety Company of America
One Tower Square
Hartford, CT 06183

Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

CONSTRUCTION CONTRACT
Date:

Amount: $ **500,000.00 Five Hundred Thousand Dollars and 00/100**

Description:
(Name and location)

Disaster Debris Removal

BOND
Date:

(Not earlier than Construction Contract Date)

Amount: $ **500,000.00 Five Hundred Thousand Dollars and 00/100**

Modifications to this Bond: [X] None [ ] See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

CrowderGulf Joint Venture, Inc.

Signature: Ashley Ramsay-Naile
Name and Title: ASHLEY RAMSAY-NAILE SR. VICE PRESIDENT/COO

SURETY
Company: *(Corporate Seal)*

Travelers Casualty and Surety Company of America

Signature:
Name and Title: **James C. Congelio, Attorney-In-Fact**

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

Sterling Seacrest Partners
1715 N. Westshore Blvd., Suite 920
Tampa, FL 33607
813-498-1183

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature: _____		Signature: _____	
Name and Title:		Name and Title:	
Address		Address	

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JAMES C CONGELIO** of **TAMPA** **Florida** , their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January**, **2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January**, **2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2021**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this day of ,

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which this Power of Attorney is attached.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 8/13/2019

PRODUCER

Pathway Insurance Group, LLC
753 Nichols Avenue
Fairhope, AL 36532

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A: THE GRAY INSURANCE COMPANY
COMPANY B:
COMPANY C:
COMPANY D:

INSURED

CrowderGulf Joint Venture, Inc.
5435 Business Parkway
Theodore, AL 36582-1675

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY ☐ OWNER'S & CONTRACTOR'S PROT	XSGL-074436	8/1/2019	7/1/2022	GENERAL AGGREGATE PRODUCTS – COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person)	$3,000,000.00 $3,000,000.00 $1,000,000.00 $1,000,000.00 $100,000.00 $5,000.00
A	**AUTOMOBILE LIABILITY** X ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	XSAL-075438	8/1/2019	7/1/2022	COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$1,000,000.00
	GARAGE LIABILITY ANY AUTO				AUTO ONLY – EA ACCIDENT OTHER THAN AUTO ONLY EACH ACCIDENT AGGREGATE	
A	**EXCESS LIABILITY** UMBRELLA FORM X OTHER THAN UMBRELLA FORM	GXS-043508	8/1/2019	7/1/2020	EACH OCCURRENCE AGGREGATE	$4,000,000.00 $4,000,000.00
A	**WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY** THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: X INCL ☐ EXCL	GWC-071166-FL1	8/1/2019	7/1/2020	X WC STATU-TORY LIMITS ☐ OTHER EL EACH ACCIDENT EL DISEASE – POLICY LIMIT EL DISEASE – EA EMPLOYEE	 $1,000,000.00 $1,000,000.00 $1,000,000.00
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

The certificate holder is an additional insured on all policies except Workers' Compensation and is provided a Waiver of Subrogation, all if required by written contract. The above insurance policies shall be primary and noncontributory to any other insurance policies maintained by the certificate holder, if required by written contract.

Debris management services and ancillary preparation/recovery services

CERTIFICATE HOLDER

2523#152

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

CANCELLATION

In the event of cancellation by The Gray Insurance Company and if required by written contract, 30 days written notice will be given to the Certificate Holder.

AUTHORIZED REPRESENTATIVE

John S Gray

GCF 00 50 01 01 12

THE GRAY INSURANCE COMPANY

Louisiana certificate form:
LDI COI 280990 01 12

THE GRAY INSURANCE COMPANY

The below coverages apply if the corresponding policy number is indicated on the previous page.

A. Commercial General Liability

General Liability Policy Includes:
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured (CGL Form# CG 20 10 11 85) when required by written contract.
Primary Insurance Wording Included when required by written contract.
Broad Form Property Damage Liability including Explosion, Collapse and Underground (XCU).
Premises/Operations
Products/Completed Operations
Contractual Liability
Sudden and Accidental Pollution Liability
Occurrence Form
Personal Injury
"In Rem" Endorsement
Cross Liability
Severability of Interests Provision
"Action Over" Claims
Independent Contractors coverage for work sublet
Vessel Liability - Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment.
General Aggregate applies per project or equivalent.

B. Automobile Liability Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.

C. Workers Compensation Policy Includes:

Blanket Waiver of Subrogation when required by written contract.
U.S. Longshoremen's and Harbor Workers Compensation Act Coverage
Outer Continental Shelf Land Act
Jones Act (including Transportation, Wages, Maintenance, and Cure),
Death on the High Seas Act & General Maritime Law.
Maritime Employers Liability Limit: $1,000,000
Voluntary Compensation Endorsement
Other States Insurance
Alternate Employer/Borrowed Servant Endorsement
"In Rem" Endorsement
Gulf of Mexico Territorial Extension

D. Excess Liability Policy Includes:

Coverage is excess of the Auto Liability, General Liability, Employers Liability, & Maritime Employers Liability policies
Blanket Waiver of Subrogation when required by written contract.
Blanket Additional Insured when required by written contract.