EMERGENCY CONTRACT
DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

This Contract ("Contract") is made and entered into as of December 23, 2018 by and between City of Parker, Florida ("City"), located at 1001 West Park Street, Parker, FL 32404, and CrowderGulf Joint Venture, Inc. located at 5435 Business Parkway, Theodore, AL 36582 ("Contractor").

1. Scope of Work

City is hiring Contractor who was the lowest and best responsive bidder in connection with a Request for Proposals on this subject to perform the services set forth in this Contract. City desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to provide disaster debris removal and disposal services and the preparation, response, recovery, and mitigation phases of any emergency situation or disaster. This contract is for Emergency Debris Road Clearance (Push), Debris Removal (including tree and limb removal) and Disaster Debris Management Sites (DDMS). All work shall follow the Occupational Safety and Health Administration (OSHA) and Environmental Protective Agency(s) requirements to maintain a safe working environment.

Contractor's Scope of Work for providing services under this Contract is set forth in **Exhibit 1**. Contractor will not be responsible for the preparation of the project worksheets and submittals to Florida Department of Emergency Management (FDEM), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA). City's Disaster Debris Monitoring Consultant will perform these tasks. Contractor are responsible to provide full support to City's Disaster Debris Monitoring Consultant and City for the development of the project worksheets and documentation to support these projects.

This contract is non-exclusive. City, at any time reserves the right to solicit separate competitive proposals for any and all projects or tasks, regardless of fee or construction value. Selection by City as a contractor does not guarantee that Contractor will be called on a regular basis during the contract term, nor does it guarantee a minimum level of compensation with respect of volume of work or fees. Work will be awarded to contractors based on Contractor's current workload or availability, expertise in the project area and previous work awarded, all at City's discretion.

The project(s) may be funded by FHWA and/or FEMA and it is imperative that Contractor and all sub-contractors be familiar with disaster debris removal eligibility criteria outlined by City's codes and regulations, the Bay County Debris Management Plan, Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA), Florida Department of Emergency Management (FDEM), and other applicable local, state, and federal regulations.

Contractor and all subcontractors shall comply with the provisions contained in Federal Regulations Contract Requirements 2 C.F.R §200.317 – 200.326 and FHWA-1273 contained in **Exhibit 2** and any other applicable local, state, and federal laws.

2. Term

This Contract shall commence as of the date of this Contract and shall continue for a period of five (5) years thereafter; i.e., ending on December 22, 2023.

3. Contract Price

Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by City according to the unit prices contained in Contractor's price proposal contained in **Exhibit 3**.

4. Performance Security (Contract Bond)

Contractor agrees to furnish to City a performance/contract surety bond in the amount equal to one hundred percent (100%) each for the estimated value of the assigned disaster related work within seventy-two (72) hours after written notice of the disaster.

Such performance security shall be in a form and issued by a surety, financial institution, or other entity acceptable City.

City may require the posting of additional performance security as a result of any increase in the performance of the disaster event. Contractor shall obtain and deliver such additional security to City within ten seventy-two (72) hours after receipt of the written request therefore.

5. Independent Contractor

Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall Contractor, nor any employees or sub-contractors under it, be considered to be employees of City.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If City objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from City premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Solid Waste Division Manager or their designee as requested and specifically to allow City to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of RFP 16-25, the terms of which are incorporated herein by reference.

9. Records / Audits

City is a public agency subject to Chapter 119, Florida Statutes. Contractor shall comply with Florida's Public Records Law. Specifically, Contractor shall:

a. Keep and maintain public records required by City in order to perform the service;

b. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if Contractor does not transfer the records to City.

d. Upon completion of the contract, transfer, at no cost to City, all public records in possession of Contractor, or keep and maintain public records required by City to perform the service. If Contractor transfers all public records to City upon completion of the contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

e. During the term of the contract, Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of City's Auditor. Contractor agrees to make available to City's Auditor, during normal business hours and in City, all books of account, reports and records relating to this contract.

10. Public Records Custodian

If Contractor has questions regarding the application of Chapter 119, Florida Statues, to Contractor's duty to provide public records relating to this contract, contact City of Parker Custodian of Public Records at (850) 871-4104, narowell@cityofparker.com or 1001 West Park Street, Parker, Florida 32404.

parker.com

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11. Access to Records

Contractor agrees to provide City, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative(s) access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

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

12. City Representative

The Mayor or the Mayor's designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. Contractor or Contractor's designee will deal with City's representative on matters relating to the performance of the work. City shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

13. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by City, Contractor shall provide proof of such compliance to City.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of Contractor to comply with the provision of this section shall constitute grounds for City to immediately terminate this Contract for cause and declare Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date City notifies Contractor of such non-compliance.

14. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with City Insurance Requirements which are attached as **Exhibit 4** to this Contract and incorporated by reference.

15. Hold Harmless and Indemnification

a. Contractor shall indemnify and hold harmless City, and its officers and employees, from any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by Contractor, or by any other person.

b. The parties understand and agree that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. Contractor's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

d. This section survives termination or expiration of this Contract.

16. Duty to Pay Defense Costs and Expenses

a. Contractor agrees to reimburse and pay on behalf of City the cost of City's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of Contractor's performance of the Contract and in which City has prevailed.

b. City shall choose its legal defense team, experts, and consultants and invoice Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. Such payment on the behalf of City shall be in addition to any and all other legal remedies available to City and shall not be considered to be City's exclusive remedy.

d. This section services termination or expiration of this Contract.

17. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For City:
City of Parker
Attn: City Clerk
1001 West Park Street
Parker, FL 32404

For Contractor:
_____
_____
_____
_____

Contractor shall notify the Mayor of any change to its address. The Mayor or the Mayor's designee will disseminate the address change to all applicable departments and agencies. Contractor's notification of address change is sufficient if sent by email or facsimile.

18. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of City.

19. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

20. Termination for Convenience

City may terminate this Contract at any time for any reason by giving at least three (3) days' notice in writing to Contractor. If the Contract is terminated by City as provided herein, Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

21. Termination for Cause

a. If Contractor fails to comply with any of the terms and conditions of this Contract, City may give notice, in writing, to Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, City may, with no further notice, declare this Contract to be terminated. Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of reasonable damages suffered by City by reason of Contractor's failure to comply with this contract.

b. Notwithstanding the above, Contractor is not relieved of liability to City for damages sustained by City by virtue of any breach of this Contract by Contractor and City may withhold any payments to Contractor for the purpose of setoff until such time as the amount of damages due City from Contractor is determined.

c. Failure of Contractor to comply with the provision of Section 13 Laws, Rules, and Regulations shall constitute grounds for City to immediately terminate this Contract for cause and declare Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date City notifies Contractor of such non-compliance.

22. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

a. The provisions of this contract prevail first.
b. The bid form and attachments are next.
c. Any initial bid provisions are final priority.

23. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

CITY OF PARKER, FLORIDA

By: _____
Richard Musgrave, as Mayor

Attest:

_____
Nancy Rowell, City Clerk

CONTRACTOR

CROWDERGULF JOINT VENTURE, INC.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2018, by _____, as _____of CrowderGulf Joint Venture, Inc. and with proper authority to sign on behalf of the entity, and who is personally known by me or produced identification of _____.

_____
Notary Public

EXHIBITS:
1. Scope of Services
2. Federal Contract Requirements
3. Contractor's Price Proposal
4. Insurance Requirements

EXHIBIT 1
SCOPE OF SERVICES

SCOPE OF WORK

City is contracting with qualified and experienced contractors to assist City with debris removal and recovery operations after a wind driven disaster or emergency situation. Duties shall include project management, coordination of recovery activities necessary to meet FEMA eligible requirements for full reimbursement, coordination with FEMA and City Staff, provide equipment and personnel in sufficient quantity to rapidly remove and dispose all storm related debris, coordination of monitors, data management, provide daily quantity and progress reports to City Staff, community relations or any other tasks as directed by the Mayor or his designee. Initial response shall be deemed as having a Contractor's representative physically present at the Bay County Emergency Operations Center within twelve (12) hours after notification of need. Performance shall be deemed as the commencement of work as defined by Task Order within twenty-four (24) hours of issuance of Notice to Proceed. Should the recovery work not be fully underway within seventy-two (72) hours of the event, the liquidated damages clause may be imposed.

All payments under the contract resulting from the contract shall be made only for services requested and approved by City. There shall be no retainer paid in order to keep the contract in effect.

City seeks a company to provide the designated services including operations and management, logistical support, construction and technical assistance after any of the following disaster situations including, but not limited to: hurricane, tornado or other wind driven severe weather disaster, or emergency.

City will contract for the provision of personnel, equipment, plans, procedures and other materials and capabilities necessary for post disaster situations on an as-needed basis as directed by City by specific task orders to the Contractor. Contractor must have available a wide variety of emergency preparedness, response, recovery and mitigation resources.

Contractor shall be responsible for travel, per diem, housing and meals for all of its employees and/or subcontractors. Contractor will also be responsible for providing temporary office space for conducting its work responsibilities for this project.

Debris Removal Management activities include, but are not limited to, furnishing all labor, materials and equipment to accomplish the following types of tasks:

- Clearing and/or removing debris from the public right-of-way, streets and roads or privately owned property as required to secure the public safety;
- Management and operation of storage and debris reduction sites to accept, process, reduce, incinerate (with City approval) and dispose of event related debris;
- As directed, demolition and removal of condemned structures and buildings that pose a threat to public safety as a result of the event;

- Tree trimming, tree topping, tree removal, stump grinding, grubbing, clearing, hauling and disposal;
- Providing all permits and services necessary for the containment, clean up, removal, transport, storage, testing, waste debris reduction, treatment and/or disposal of hazardous and industrial materials, including white goods, resulting from the events.
- Removal of sand and earthen materials from roads, streets and rights-of- way.

Documentation Management and Support activities include, but are not limited to:

- Assisting City in preparation of FEMA and State reports for reimbursement, including training of City employees and review of documentation prior to submittal;
- Working closely with City and State Emergency Management, FEMA, and other agencies to ensure that debris collection, debris disposition and all supporting data meet each agency's requirements for reimbursement eligibility;
- Providing lift equipment for site monitors, load tickets, field inspection reports and other data sufficient to provide substantiation for FEMA and State reimbursement.

Additional support may include providing technical expertise, guidance and participation in the following areas:
- Damage assessment to include plan development, procedure development, staff training and staff augmentation;
- Comprehensive mitigation program to include mitigation plan, staff training, cost benefit analysis, project management, environmental review and staff augmentation;
- Develop debris plan to include staff training;
- Provide technical support and assistance in developing and dispersing public information.

MOBILIZATION - Emergency Debris Road Clearance
Contractor shall mobilize management staff to City within twelve (12) hours following notification of need.

Contractor shall accomplish the cutting, tossing and/or pushing of debris from the primary transportation routes as identified by and directed by City. This operational aspect of the Scope of Services shall be for the first seventy-two (72) (plus or minus) hours after an Event and the Notice to Proceed. Once this task is accomplished, or is sufficiently underway, the following tasks may begin as required.

MOBILIZATION - Debris Removal / DDMS Management
Contractor shall mobilize personnel and equipment for this task and shall be fully mobilized to begin debris removal operations within 72 hours following the day of the disaster. Debris Removal work within City will be prioritized by City.

Debris Removal from Public Rights-of-Way

As identified by and directed by City, Contractor shall accomplish the pick-up and hauling of all eligible debris to the designated Disaster Debris Management Sites (DDMS) from public rights-of-way; and, shall maintain debris work sites to appropriate use standards, safety standards and regulatory requirements.

Demolition of Structures, Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owned Property (other than Rights-of-Way)

Should an imminent threat to life, safety and health to the general public be present on private property or publicly owned property as reference above, Contractor as identified by and directed by the City, will accomplish the demolition of structures and the removal and relocation of the debris to the public rights-of-way. This service shall commence upon receipt by Contractor from City the completed right of entry forms, hold harmless agreements, the non- duplication of benefits agreements, an address specific task order and the physical marking of each structure by City. Contractor will place all debris collected through this process in the public rights-of-way where the above Scope of Services (Debris Removal from Public Rights-of-Way) shall commence. City feels that it is in the best interest of the health and safety of its citizens to provide this service.

No commitments for future purchases for this or any other project are implied and responding firms should not infer any such intentions by City.

Contractor will appoint one of their employees as the key contact for approval by City's Project Manager.

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

HAND LOADING

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

NOTE: ABOVE IS FOR PURPOSE OF EXAMPLE ONLY. Latest FEMA GUIDELINES SHALL APPLY

SUBCONTRACTORS

Contractor shall provide City with an updated list of all subcontractors including phone numbers of contact personnel.

Prior to City assigning work, Contractor shall provide City with an affidavit from each subcontractor stating there is a signed contract between Contractor and subcontractor.

City may, at its discretion, limit the number of subcontract firms working under the prime or sub-prime contractor at its sole discretion to ensure safety and quality of work provided. Subcontractor(s) shall only perform work for one firm.

COSTS FOR SCOPE OF WORK

Measurement and Payment for Gathering, Pick-up and Hauling to DDMS; Processing of Debris from Public Rights-of-Way; Hauling of Debris from DDMS to Final Disposal Site

Contractor will not be compensated for disposing of any material not defined as eligible debris. Contractor and City will inspect each load to verify the contents are in accordance with the accepted definition of eligible debris. If any load is determined to contain material that does not conform to the definition of eligible debris, the load will be ordered to be deposited at another landfill or receiving facility and no payment will be allowed for that load; and, Contractor will not invoice City for such loads. For each suitable load picked up, hauled and processed, a record of the cubic yards will be recorded by Contractor and City on numbered tickets supplied by Contractor. Copies of each load record will be available to Contractor and City's designee on site. Each invoice shall contain verification of each cubic yardage load ticket and also contain a summary sheet indicating, by day, the individual verified load receipt and invoice amounts. City may temporarily remove any disputed amount line items in the bill from the invoice for review. Disposal costs (Landfill Tipping Fees) shall be the responsibility of City.

MODIFICATION OF WORK

City reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by Contractor of City's notification of a contemplated change, Contractor shall:

- Provide an estimate for the increase or decrease in cost due to the contemplated change;
- Notify City of any estimated change in the completion date;
- Advise City, in writing, if the contemplated change shall affect Contractor's ability to meet the completion dates or schedules of this contract.

Upon written instruction by City, Contractor shall suspend work on any portion of the work affected by a contemplated change, pending City's decision to proceed with the change.

If City elects to make the change, City shall issue a Contract Amendment or Change Order and Contractor shall not commence work on any such change until such written Amendment or Change Order has been issued and signed by each of the parties.

RETAINAGE / COMPLETION OF WORK

City shall withhold a retainage fee in the amount of ten percent (10%) of the value of the work until such time as the work is considered complete. This work shall not be considered complete until any damage to public or private property has been repaired to the satisfaction of City. Any repairs to private property shall include a signed release from the owner.

FINAL PAYMENT

In order for both parties herein to close their books and records, Contractor shall clearly state 'final invoice' on Contractor's final/last billing to City. This certifies that all services have been properly performed and all charges and costs have been invoiced to City. Since this account will thereupon be closed, any and other further charges, if not properly included on this final invoice, are waived by Contractor.

STAFFING REQUIREMENTS – CONTRACTOR

Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of City or have any contractual relationship with City that has not been disclosed. City will determine if a conflict exists & notify the parties accordingly.

All of the services required herein under shall be performed by Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Contractor warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

UNAUTHORIZED ALIEN WORKERS:

City will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act ("INA"). City shall consider the employment by Contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by City.

AS AN EXAMPLE, THE FOLLOWING STAFFING REQUIREMENTS WILL PROVIDE WITH TWO (2) PRIMARY STORM DEBRIS COLLECTION SITES. EACH COLLECTION SITE WILL BE IN OPERATION FROM DAWN TO DUSK, SEVEN (7) DAYS A WEEK.

1) Certification Technicians: (6) Measure, photograph, certify and re-certify the total cubic yard capacity of each collection hauler.

2) Clerical Staff Coordinator: (2) Set-up FEMA spread sheets and up-date daily. Maintain and distribute to City Staff the daily "Hurricane (name) Storm Debris Collection Data Report". Provide collection status and other information to FEMA personnel as needed. Manage City Staff documentation, i.e. time cards; sign-in sheets; field supplies and equipment; provide reporting site assignments; assign cellular phones to City Recovery Staff; assign vehicles; provide collection instructions and guidelines to each Field Monitor; oversee the other assisting clerical staff.

3) Clerical Staff Assistants: (4) Processing of the previous day's Field Monitors daily reporting sheets- Post City wall map with the previous day's collection locations; Tally-up the previous day's collection totals; Calculate the Monitors time worked and fill out the time cards to be signed by the monitors later; Track the vehicle mileage.

STAFFING REQUIREMENTS CITY

City will provide a Storm Debris Removal Project Coordinator to act as Liaison between City staff, FEMA and Contractor. This person will oversee City's interest in the entire storm debris removal operation, and assure FEMA and contract compliance.

MINIMUM LEVEL OF SERVICE

The Contractor shall provide the City multiple estimated minimum levels of service commitments at the time of a "declared emergency" by City. These multiple commitments shall include, but shall not be limited to, mobilization schedules, estimated number of calendar days for completion and resource designations. The multiple commitments shall also be commensurate with the required minimum level of service for varying degrees of severity of the event. The determination as to which minimum level of service commitment is implemented shall be the responsibility of City. This shall be based on the actual severity and impact of the event.

PERFORMANCE REMEDY NOTIFICATION

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

LIQUIDATED DAMAGES

Parties agree that damages are difficult to determine but the following liquidated damages are agreed to be a reasonable cost for any delays: If Contractor shall neglect, fail or refuse to START the Work within the 72-hours specified, or any proper extension thereof granted by City, then Contractor hereby agrees, as part consideration for awarding the Agreement, that City reserves the right to assess damages in the event that Contractor response is not timely in accordance with the terms of this Agreement

and Contractor agrees to pay City said sum for each and every calendar day that Contractor shall be in default after the time stipulated in the Agreement for STARTING the Work. Contractor and City acknowledge and agree that said sum is not a penalty but liquidated damages for breach of contract.

City and Contractor agree that the damages that will be incurred by City as a result of Contractor's delay in meeting a START date are of a kind difficult to accurately estimate, and Contractor further agrees that the said sum amount is reasonable of the damages that will actually be incurred by City in the event of any such delay and not a penalty.

MOST FAVORABLE PRICING

Contractor guarantees City that the prices reflected in this contract are no higher than those charged Contractor's most favored customer for the same or substantially similar service.

ACCIDENT PREVENTION

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

GENERAL REQUIREMENTS REPORTING

Contractor shall submit a report to City by close of business each day for the term of the contract. Each report shall contain, at a minimum, the following information:

1. Contractor's Name
2. Report Date
3. Location of completed work
4. Location of work for next day
5. Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
6. List of roads that were cleared (Emergency Clearance)
7. Number of Crews (including number of trucks and loading equipment)
8. Daily and cumulative totals of debris removed, by category
9. Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
10. Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
11. Number of hazardous trees and hanging limbs removed.
12. Problems encountered or anticipated

DUMPSITES (DDMS Sites)

Contractor shall use only debris dumpsites designated by City.

The dumpsite operator/contractor will direct all dumping operations. Contractor shall cooperate with the dumpsite operator/contractor to facilitate effective dumping operations.

City makes no representations regarding the turn-around time at the dumpsites.

OTHER CONSIDERATIONS

Contractor shall supervise and direct the work, using skillful labor and proper equipment for all tasks. Safety of Contractor's personnel and equipment is the responsibility of Contractor. Contractor shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

Contractor must be duly licensed in accordance with the state and local statutory requirements to perform the work. Contractor shall obtain all permits necessary to complete the work. Contractor shall be responsible for determining what permits are necessary to perform under the contract. Copies of all permits shall be submitted to City.

Contractor shall be responsible for taking corrective action in response to any notices of violations issued as a result of the Contractor's or any subcontractors' actions or operations during the performance of this contract. Corrections for any such violations shall be at no additional cost to City.

Contractor shall be responsible for removing all abandoned equipment from the public and private property that was used under this contract.

Contractor is not permitted to store equipment or trucks on public property without the approval of City.

There shall be no overnight parking or camping on public property without the approval of City.

Contractor is encouraged to employ experienced and qualified local sub- contractors.

OTHER CONTRACTS

Other contracts may be issued for the purpose of removing disaster related debris within City.

City reserves the right to issue other contracts or direct other contractors to work within the scope of work included in this contract.

EQUIPMENT

Contractor shall provide all equipment necessary to prepare the site(s), stockpile the debris, feed the grinder(s), air-curtain incinerator(s), remove ash from the incinerator(s), load and haul for disposal of all non-grindable or non- burnable debris and ash

residue, and any other equipment which may be necessary for the performance of this contract.

Prior to commencing debris reduction and disposal operations, Contractor shall present to City, for approval, a detailed description of all equipment to be used for debris handling, sorting, processing, incinerating, loading, and hauling, stating brand name, model and horsepower, (including all air-curtain incinerators).

All trucks and other equipment must be in compliance with all applicable federal, state, and local rules and regulations.

Any equipment that is hauling debris to the designated reduction site shall be capable of self-dumping or removing its load without assistance from other equipment.

Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides, and are constructed in a manner to withstand severe operating conditions. The sideboard extensions shall be braced with metal reinforcing. The overall height of the hauling vehicle shall not exceed 13 feet 6 inches above the ground. All extensions are subject to acceptance or rejection by City.

Damaged sideboards must be repaired prior to arriving at the dumpsite.

All trucks utilized in hauling debris shall be equipped with a tailgate that will effectively contain the debris on the vehicle while hauling and also permit the vehicle to be loaded to capacity. Gaps in the tailgate greater than two (2) inches will not be permitted. The tailgates shall be secured along the edges with fasteners of sufficient strength to hold the tailgate securely closed during transit, rubber bungee cords will not be permitted.

Contractor, prior to use, will inspect all equipment to ensure all requirements are met and it is in good overall condition. City reserves the right to refuse equipment that is demand unsafe or inadequate.

All equipment used for hauling debris shall be measured and marked for its load capacity. Contractor shall supply pre-approved measurement forms for each hauling container used under this contract.

Prior to commencing debris removal operations, Contractor shall present to City all trucks or trailers that will be used for hauling debris, for the purpose of determining hauling capacity. The hauling capacity will be based on the interior dimensions of the hauler's container, and rounded down to the nearest whole cubic yard.

Hauling capacity, in cubic yards, will be recorded and marked on each truck or trailer with permanent markings. Each truck or trailer will also be uniquely numbered for identification with a permanent marking.

Trucks and trailers designated for use under this contract shall be equipped with a placard on the driver's side of the hauling container. The placard shall state the Contractor's name, the sub-contractors name, individual and unique identification number and the total capacity in cubic yards of the hauling container. Contractor shall furnish these signs. All signs shall be removed prior to performing work other than activities associated with this contract.

Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessively large loading equipment (3 CY and larger) and non-rubber tired equipment must be approved by City.

Hauling containers shall be a minimum of 15 cubic yards in volume unless approved by City.

Trailer type haulers shall be equipped with either tandem axles and/or dual tires, a minimum of four (4) tires are required on all trailers. The GVWR shall be a minimum of 10,000 lbs on all trailers. All trailers must have a legible manufacture's identification plate with ratings.

Trucks or equipment that are designated for use under this contract shall not be used for any other work during the working hours of this contract. Contractor shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will Contractor mix debris hauled for others with debris hauled under this contract.

LOAD TICKETS

A five (5) part Load Ticket will be used for recording volumes of debris removed and processed. Refer to attached sample:

At a minimum each ticket will contain the following information:

- City Debris Load Ticket (as a title)
- Contractor Name
- Ticket Number
- Load Site Location
- Date
- Load Site Zone
- Truck (Container) Number
- Capacity (Container)
- Total Debris Volume (Quantity)
- Dump Site Name (Location)
- Debris Classification (Vegetation, C&D, Mixed, Other)
- Comment Section
- Verification Signature Lines (Load Site, Dump Site Monitors and Contractor)

A City Load Site Monitor will issue a load ticket to the hauler prior to departure from the loading site. Upon arrival at the dumpsite, the vehicle operator will give the five copies to City Disposal Site Monitor at the dumpsite, City will validate, retain one copy and give one copy to the driver, and three copies to Contractor, (one copy for the sub-contractor and two copies for the prime contractor).

The Debris Removal Contractor will not be permitted to unload the debris at a DDMS/dump site without an approved Load Ticket that was supplied by their assigned monitor.

Contractor will not receive a Load Ticket for any loads that were not observed by a Load Site Monitor during loading without the approval of City.

The Debris Removal Contractor shall supply all Load Tickets for the use of tracking the loads into the DDMS sites. The DDMS Site Management Contractor shall supply all Load Tickets for the use of tracking the final haul out of processed debris.

A City Dump Site Monitor will determine the total cubic yards of material received by visual inspection of the load. Trucks with partial loads will be adjusted down during this visual inspection by City. Load measurements will be documented on Load Tickets.

Contractor shall keep a daily updated log, in each DDMS site inspection tower, of all loads received, including the total volume of debris in each load.

Contractor shall provide a copy of all daily log sheets at the end of each business day.

TRAFFIC CONTROL

Contractor shall be responsible for control of pedestrian and vehicular traffic in the work area. Contractor shall provide all flag persons, signs, equipment, and other devices necessary to meet federal, state, and local requirements. The traffic control personnel and equipment shall be in addition to the personnel and equipment required in other parts of this contract. At a minimum, one flag person shall be posted at each entrance to the work area to direct traffic.

Contractor shall be responsible for traffic control during operations performed by Contractor's personnel and/or subcontractors. Traffic control shall be in conformance with the Federal Highway Administration, Manual on Uniform Traffic Control Devices, latest edition and the Florida Department of Transportation Roadway and Traffic Design Standards, latest edition.

Contractor must be qualified and provide City with copies of certifications to conduct traffic control operations on roads.

The foregoing requirements are to be considered as minimum and Contractor's compliance shall in no way relieve the Contractor of final responsibility for providing adequate traffic control devices and methods for the protection of the public and employees throughout the work areas.

HAZARDOUS WASTE SPILLS – if applicable

Contractor shall be responsible for reporting to City and cleaning up all hazardous materials or waste spills caused by Contractor's operations at no additional cost to City.

Immediate containment actions shall be taken as necessary to minimize effect of any spill or leak. Cleanup and reporting shall be in accordance with applicable federal, state, and local laws and regulations.

Spills shall be reported to the Florida Department of Environmental Protection (FDEP) – State Warning Point and City immediately following discovery. A written follow-up report shall be submitted to City no later than 7 days after the initial report. The written report shall be in narrative form, and as a minimum shall include the following:

- Description of the material spilled (including identity, quantity, manifest number, etc.).
- Determination as to whether or not the amount spilled is EPA/FDEP reportable, and when and to whom it was reported.
- Exact time and location of spill, including description of the area involved.
- Receiving stream or waters.
- Cause of incident and equipment and personnel involved.
- Injuries or property damage.
- Duration of discharge.
- Containment procedures initiated.
- Summary of all communications Contractor has had with press, agencies, or Government officials other than City.
- Description of cleanup procedures employed or to be employed at the site, including disposal location of spill residue.

EXHIBIT 2

FEDERAL REGULATIONS CONTRACT REQUIREMENTS 2 C.F.R §200.317-326

FOR

DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives. The Federal Government is not a party to the awarded 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. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

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

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

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

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

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

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

EQUAL OPPORTUNITY CLAUSES

Compliance with Regulations: Contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

During the performance of any awarded "federally assisted contracts" Contractor agrees as follows:

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

agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

(3) 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 by the agency contracting officer, advising the labor union or workers' representative of Contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

(7) Contractor will include 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. Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
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-halftimes 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 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. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by 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.

CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

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 Contractor is required to verify that none of 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) 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 City. If it is later determined that Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Florida Division of Emergency Management and City, 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.

BYRD ANTI-LOBBYING AMENDMENT 31 U.S.C. § 1352 (as amended)

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.

EXHIBIT 3
CONTRACTOR'S PRICING

Disaster Debris Removal and Disposal Services

EXHIBIT 3

PRICE SCHEDULE

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. *	**Price Per CY**
0 - 15 miles	$10.00
16 - 30 miles	$11.00
31 - 60 miles	$12.00
61 + miles	$14.00

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. *	**Price Per CY**
0 - 15 miles	$12.00
16 - 30 miles	$13.00
31 - 60 miles	$14.00
61 + miles	$16.00

Disaster Debris Removal and Disposal Services

PRICE SCHEDULE

DDMS Site Management, Operations and Reduction Work consists of managing and operating DDMS 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.	**Price Per CY**
Vegetative Grinding	$2.50
C&D Compaction	$3.50
DDMS Site Management and Reduction of Vegetative Debris Through Air Curtain Incinerators Work consists of managing and operating DDMS 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.	**Price Per CY**
Vegetative Waste Only	$1.90
DDMS Site Management and Reduction of Vegetative Debris Through Controlled Open Burning Work consists of managing and operating DDMS 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.	**Price Per CY**
Vegetative Waste Only	$1.30

Disaster Debris Removal and Disposal Services

PRICE SCHEDULE

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 DDMS site to a County Designated Final Disposal Site. *	**Price Per CY**
0 - 15 miles	$2.70
16 - 30 miles	$3.90
31 - 60 miles	$5.00
61 + miles	$6.50
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, Eligible Vegetative Debris Removal.	**Price Per Tree**
6 inch to 12 inch diameter	$ 30.00
13 inch to 24 inch diameter	$ 90.00
25 inch to 36 inch diameter	$170.00
37 inch to 48 inch diameter	$250.00
49 inch and larger diameter	$400.00
Hazardous Hanging Limb Removal > 2 inch	$ 75.00

Disaster Debris Removal and Disposal Services

PRICE SCHEDULE

Removal of Eligible Hazardous Stumps Work consists of removing Eligible hazardous stumps and transporting resulting debris on the ROW to a County approved DDMS site or County Designated Final Disposal Site. Contractor to backfill all stump holes.	**Price Per Stump**
24 inch to 36 inch diameter	$140.00
37 inch to 48 inch diameter	$250.00
49 inch and larger diameter	$350.00
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.	**Price Per LB**
Cost per Pound	$3.00
Eligible ROW White Goods Debris Removal Work consists of the removal of Eligible White Goods from the ROW to a designated County approved DDMS 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 DDMS 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.	**Price Per Unit**
Refrigerators, freezers and other items requiring refrigerant recovery and decontamination	$60.00
All other white goods	$35.00

Disaster Debris Removal and Disposal Services

PRICE SCHEDULE

Eligible E-waste Item Removal Work consists of the recovery and disposal of televisions, computers, computer monitors unless otherwise specified in writing by the County.	**Price Per Unit**
Cost per Unit	$40.00
Eligible Dead Animal Carcasses Work consists of the recovery and disposal of dead animal carcasses.	**Price Per Unit**
Small Animals <100 pounds	$ 50.00
Large Animals >101 pounds	$300.00
Removal - Waterway Work consists of removal, transportation, and lawful processing and/or disposal of debris collected from waterways and drainage systems to a County approved DDMS or County Designated Final Disposal Site.	**Price Per Unit**
Cubic Yard	$78.00
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.	**Price Per CY**
Cubic Yard	$14.00

Disaster Debris Removal and Disposal Services

PRICE SCHEDULE

Fill Dirt Dirt is for work listed in item 11 - Removal of Eligible Hazardous Stumps. Priced in cubic yards.	**Price Per CY**
Cubic Yard	$15.00
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.	**Price Per Unit**
Cost per Unit	$275.00
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.	**Price Per Linear Foot**
Land	$18.00
Marine	$32.00

EXHIBIT 4
CITY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by Contractor for the protection of all persons, including employees, and property. Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. City may order work to be stopped if conditions exist that present immediate danger to persons or property. Contractor acknowledges that such stoppage will not shift responsibility for any damages from Contractor to City.

c. Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on City property, including in Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with City, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of City. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to City's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or City is not satisfied with the actions of Contractor, subcontractor, vendor, or consultant, City can exercise its right to bar all of Contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with Contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of City's Substance Abuse Policy shall be borne by Contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by City, on policies and with insurers acceptable to City. These insurance requirements shall not limit the liability of Contractor. City does not represent these types or amounts of insurance to be sufficient or adequate to protect Contractor's interests or liabilities, but are merely minimums.

b. Except for workers' compensation and professional liability, Contractor's insurance policies shall be endorsed to name City as an additional insured to the extent of City's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, Contractor waives its right of recovery against City, to the extent permitted by its insurance policies.

d. Contractor's deductibles/self-insured retentions shall be disclosed to City and may be disapproved by City. They shall be reduced or eliminated at the option of City. Contractor is responsible for the amount of any deductible or self-insured retention.

e. Insurance required of Contractor or any other insurance of Contractor shall be considered primary, and insurance of City shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of City, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to Contractor. Contractor shall provide to City an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

$500,000 each Person

$500,000 each Person by Disease

$500,000 Policy Limit - Disease

g. GENERAL, AUTOMOBILE AND EXCESS OR UMBRELLA LIABILITY COVERAGE

Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial or Comprehensive General Liability and Business Auto policies of the Insurance Services Office. **Minimum limits of $1,000,000 per occurrence** for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers' compensation Coverage section) and the amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement contract or lease, and broad form property damage, and property damage resulting from explosion, collapse or underground (x,c,u) exposures. Coverage B shall include personal injury. Coverage C, medical payments, is not required.

i. PRODUCTS/COMPLETED OPERATIONS

Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond City's acceptance of renovation or construction projects.

j. BUSINESS AUTO LIABILITY COVERAGE

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

k. EXCESS OR UMBRELLA LIABILITY COVERAGE

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that City shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as City OF PARKER, 1001 West Park Street, Parker, Florida 32404. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to City by Contractor. **City shall be named as an Additional Insured for both General Liability and Business Auto Liability**.

2. New Certificates of Insurance are to be provided to City at least 15 days after coverage renewals.

3. If requested by City, Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the Commercial General Liability coverage Contractor shall, at the option of City, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

Receipt of certificates or other documentation of insurance or policies or copies of policies by City, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of Contractor's obligation to fulfill the insurance requirements herein.

4. ADDITIONAL INSURANCE

If checked below, City requires the following additional types of insurance.

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of N/A per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of N/A is required by City for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts Contractor shall provide for City an owners protective liability insurance policy (preferably through Contractor's insurer) in the name of City. This is redundant coverage if City is named as an additional insured in Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including City and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

☐ **Installation Floater Coverage**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by Contractor, including off-site storage, transit and installation.

The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

☐ **Motor Truck Cargo Coverage**

If the Installation Floater insurance does not provide transportation coverage, separate Motor Truck Cargo or Transportation insurance is to be provided for materials or equipment transported in Contractor's vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☒ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for City**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of Contractor's employees resulting in loss to City.

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover Contractor and its employees for its garage and related operations while in the care, custody and control of City's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to City's vehicles while in the care, custody and control of Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Watercraft Liability Coverage**

Because Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.