



## AGREEMENT BETWEEN CITY AND CONTRACTOR

THIS AGREEMENT is dated as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2005 by and between:

The City of Punta Gorda  
326 West Marion Avenue  
Punta Gorda, FL 33950  
(941) 575-3302

(hereinafter called **CITY**) and

Grubbs Emergency Services, LLC  
P O Box 12113  
Brooksville, FL 34603-2113  
(888) 478-2271

(hereinafter called **CONTRACTOR**)

The Contract Documents shall consist of this executed Agreement, Procedures, Terms & Conditions (Attachment A), CONTRACTOR Information and Final Price Schedule (Attachment B) and documents that may be executed as a result of this executed agreement. CITY and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

All work to be performed with quality workmanship in accordance with this agreement, the plans and specifications, and to be completed in a timely and professional manner. The Work under the Contract documents may be the whole or only a part as generally described as follows:

### DISASTER RECOVERY

#### **ARTICLE 1. - WORK**

*CONTRACTOR shall be defined as **PRIMARY CONTRACTOR** and shall complete all Work as specified or indicated in the Contract Documents. The Work generally includes the following:*

- Disaster related debris management services.
- Disaster related ancillary services.
- Pre-Hurricane season preparatory meetings.

#### **ARTICLE 2. - REPRESENTATIVE**

*The CITY REPRESENTATIVES are named as follows: 1) Debris Management Services – Richard Keeney, Public Works Director and 2) Ancillary Services – Marian Howe, Procurement Manager. The assigned REPRESENTATIVES will assume all duties and responsibilities and will have the rights and authority assigned to REPRESENTATIVE in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.*



### **ARTICLE 3. - CONTRACT TERM**

*The term of this contract shall be two (2) years.*

*This contract is defined as an open-end contract. No Guarantee is expressed or implied as to the total quantity of commodities/services to be purchased under any open-end contract. Estimated quantities will be used for comparison purposes only.*

*The City retains the right to renew this initial contract under the same terms and conditions upon mutual agreement with the CONTRACTOR. Contracts for commodities or contractual services may be renewed for a period that may not exceed 3 years, or the term of the original contract, whichever period is longer. Renewal of a contract for commodities or contractual services shall be in writing and shall be subject to the same terms and conditions set forth in the initial contract. If the commodity or contractual service is purchased as a result of the solicitation of bids, proposals, or replies, the price of the commodity or contractual service to be renewed shall be specified in the bid, proposal, or reply. A renewal contract may not include any compensation for costs associated with the renewal. Renewals shall be contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. Exceptional purchase contracts pursuant to Florida State Statutes Chapter 287.057(5)(a) Emergency Purchases and (c) Single Source Purchases may not be renewed.*

### **ARTICLE 4. – CONTRACT PRICES**

*The awarded prices shall be inclusive of all labor, equipment, materials, supervision, freight, handling, delivery, surcharges, or any other incidental charges that may be required for the completion of the contract.*

*CONTRACTOR agrees to supply the CITY the items and/or services indicated on Attachment B at firm delivered prices, which shall be the **maximum ceiling rates** for the initial two (2) year contract period.*

- *Both parties agree the defined services and contract rates may or may not require additional negotiations following a disaster event. The determination shall be made post-event and the Federal Emergency Management Agency, hereinafter referred to as FEMA, review and approve the contract terms, conditions and rates.*
- *Both parties agree the CITY will negotiate landfill tipping fees with the designated landfill(s) after a disaster event. Tipping fees will be paid to the designated landfill by the CONTRACTOR at the negotiated rates.*

*MOBILIZATION/DEMOBILIZATION cost shall be incorporated in the cost; there is no separate cost for these items.*

### **ARTICLE 5. - CONTRACT UTILIZATION PROCEDURES**

*The CITY is awarding the Disaster Recovery agreement to three (3) individual contractors. The CONTRACTOR, for this specific agreement is designated as the **PRIMARY** contractor.*

*Pre-Event – The CITY shall contact the PRIMARY CONTRACTOR to determine availability and capability of providing services prior to an event. If the PRIMARY CONTRACTOR is capable to provide the services, as may be required, the CITY will place them on standby at no cost to the CITY. Should the PRIMARY CONTRACTOR be unable to meet any of the requirements, the CITY will contact the secondary contractors to obtain their ability to meet the requirements. The contractor that is deemed by the CITY as most able to perform as required will be awarded the services and placed on standby cost at no cost to the CITY.*

### **ARTICLE 6 - INSURANCE REQUIREMENTS**

*The CONTRACTOR, before commencing any work, shall provide insurance and furnish the CITY with a Certificate of Insurance as follows:*

- *The CITY is to be specifically included as an additional insured (with regards to General Liability).*



- *The CITY shall be named as Certificate Holder. Please note that the Certificate Holder should read as follows:*

City of Punta Gorda  
326 W. Marion Avenue  
Punta Gorda, Florida 33950

No CITY Division, Department, Project name or individual name should appear on the Certificate. **NO OTHER FORMAT WILL BE ACCEPTABLE.**

- *The “Acord” form of insurance should be used. Please note that under the cancellation clause, the following must be deleted: “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company”.*
- *Required Coverage:*
  - *Comprehensive General Liability - Not less than \$1,000,000 per occurrence; combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors and products and/or completed operations, broad form property damage and XCU coverage, and a contractual liability endorsement.*
  - *Business Auto Policy - Not less than \$500,000 Per Occurrence; Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This shall include Owned Vehicles, Hired and Non-Owned Vehicles, and Employees Non-Ownership.*
  - *Workers Compensation – Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws. The coverage must include Employers’ Liability with a minimum of \$100,000.00 for each accident.*

*In the event the insurance coverage expires prior to the completion of the contract, a renewal certificate shall be issued **thirty (30) days prior** to said expiration date. The policy shall provide a thirty (30) day notification clause in the event of cancellation or modification to the policy. Unless otherwise specified, it shall be the responsibility of the BIDDERS to insure that all subcontractors comply with the same insurance requirements spelled out above.*

## **ARTICLE 7. - CHANGE ORDER TO CONTRACT**

*The following is a description of the Change Order Authority Levels for the CITY.*

- **CITY REPRESENTATIVE OR CITY PROJECT MANAGER.** If the CITY has named a CITY Representative or Project Manager in this bid this authority will be applicable. The CITY representative or project manager has the authority to approve change order request in an amount up to \$750.00 and may approve requests for contract time extensions not to exceed five (5) days. Minor non-monetary changes, which do not result in a change in the contract amount, may also be approved by the CITY representative or project manager.
- **PROCUREMENT MANAGER.** The Procurement Manager may approve change orders in a singular or cumulative amount that does not exceed 10% of the total contract price with a maximum cap of Fifty Thousand Dollars (\$50,000), with the exception of contracts requiring City Council’s sole approval for an award. The Procurement manager may authorize contract time extension in excess of five (5) days and non-monetary change, which are not considered minor, which do not result in a change in the contract amount.
- **CITY MANAGER.** The City Manager may approve all change orders with the exception of contracts that require solely the City Council’s approval.



- **CITY COUNCIL** The City Council shall approve change orders for Exempt contracts that are reserved for City Council approval (i.e. Franchises, Inter-local Agreements, Land, Legal, Auditing, Actuarial Services and Medical Director.

## **ARTICLE 8. - PAYMENT PROCEDURES**

1. *Payment procedures - CONTRACTOR shall submit request for payment in accordance with the contract procedures stated in Attachment A.*

## **ARTICLE 9. - CONTRACTOR'S REPRESENTATIONS**

1. *In order to induce CITY to enter into this Agreement, CONTRACTOR makes the following representations:*
2. *CONTRACTOR has familiarized himself with the nature and extent of the Solicitation/Agreement Documents, Work, Locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.*
3. *CONTRACTOR has made or caused to be made investigations, tests, examinations and studies of such reports and related data as he/she deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents; and additional examinations, investigations, tests, reports or similar data are or will not be required by CONTRACTOR for such purposes.*
5. *CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports, and data with the terms and conditions of the Contract Documents.*
6. *CONTRACTOR has given REPRESENTATIVE written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by REPRESENTATIVE is acceptable to CONTRACTOR.*
7. *CONTRACTOR understands the construction plans and specifications are exempt from public disclosure by FS 119.07(3)(ee), they are being provided to comply with statutory requirements for competitive bidding. As required by Florida Statute, the entities or persons receiving such information shall maintain the exempt status of the information.*

## **ARTICLE 10. - MISCELLANEOUS**

*No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitations, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.*

*CITY and CONTRACTOR each binds himself/herself, his/her partners, successors, assigns and legal representatives to the other party hereto, his/her partners successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.*

***IN WITNESS WHEREOF, the parties hereto have signed this Agreement in triplicate. One counterpart each has been delivered to CITY, CONTRACTOR and CITY FILE. All portions of the Contract Documents have been signed or identified by CONTRACTOR and CITY or by REPRESENTATIVE on their behalf.***



*This Agreement will be effective on the date first written above on Page One of this Agreement.*

CITY: \_\_\_\_\_

BY: \_\_\_\_\_

(CORPORATE SEAL)

Attest: \_\_\_\_\_

Address for giving notices:

326 West Marion Avenue  
Punta Gorda, FL 33950

CONTRACTOR: \_\_\_\_\_

BY: \_\_\_\_\_

(CORPORATE SEAL)

Attest: \_\_\_\_\_

Address for giving notices:

P. O. Box 12113  
Brooksville, FL 34603-2113

**ATTACHMENT A**  
**CITY OF PUNTA GORDA, FLORIDA**  
**EMERGENCY DISASTER ASSISTANCE RECOVERY**  
**#R05010/EOC-DISASTERASST0405**  
**GENERAL CONDITIONS**

**1. LICENSES**

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

**2. GRATUITIES AND KICKBACKS**

- 2.1 *Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or proposal therefore.*
- 2.2 *Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Sub-contractor under a Contract to Contractor or higher tier sub-contractor any person associated therewith, as an inducement of the award of a subcontract or order.*
- 2.3 *Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every Contract and subcontract and solicitation therefore.*

**3. CONFLICT OF INTEREST**

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

- 3.1 *October 1, 1975.*
- 3.2 *Qualification for elective office.*
- 3.3 *Appointment to public office.*
- 3.4 *Beginning public employment*

**4. DRUG FREE WORKPLACE:**

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

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

**5. APPLICABLE LAWS**

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

**6. COMPETENT PERSONNEL**

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

**7. CANCELLATION CLAUSE**

The resulting contract may be terminated upon the issuance of a written notice of one-hundred and twenty (120) calendar days from either party.

**8. ASSIGNMENT**

- 8.1 *Contractor shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CITY'S prior written approval.*
- 8.2 *Violation of the terms of this paragraph shall constitute a breach of the Contract by Contractor and CITY may, at its discretion, cancel the Contract and all rights, title and interest of Contractor shall thereupon cease and terminate.*

**ATTACHMENT A  
CITY OF PUNTA GORDA, FLORIDA  
EMERGENCY DISASTER ASSISTANCE RECOVERY  
#R05010/EOC-DISASTERASST0405  
SCOPE OF SERVICE**

**1. SCOPE OF SERVICE**

*1.1. DEBRIS MANAGEMENT:*

- 1.1.1. Emergency Road Clearance
- 1.1.2. Right of Way (ROW) Debris Management
- 1.1.3. Removal Right of Entry (ROE) Debris Management
- 1.1.4. Emergency Cleaning of Stormwater Catch Basins
- 1.1.5. Tree, Tree Stump and Tree Limb Removal

*1.2. ANCILLARY SERVICES*

- 1.2.1. Emergency Power Generators
- 1.2.2. Temporary Satellite Communications
- 1.2.3. Temporary Sanitary Facilities
- 1.2.4. Reefer and Refrigerator Container with an initial ice delivery
- 1.2.5. Potable Water Truck and Drinking Water
- 1.2.6. Mobile Fleet Repair Facilities, Technicians and Mechanics
- 1.2.7. Temporary Signage and Traffic Control
- 1.2.8. Canteen, inclusive of Operation and Staffing
- 1.2.9. Demolition of Structures
- 1.2.10. Emergency Temporary Dry-in of Facilities
- 1.2.11. Temporary Security
- 1.2.12. Temporary Lighting
- 1.2.13. Temporary Fueling Facilities, inclusive of storage and dispensing
- 1.2.14. Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc) with and without operators, including Rear-Loading Refuse Trucks
- 1.2.15. Temporary Fencing

*1.3. The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Only the highest quality of workmanship will be acceptable. Services, equipment and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the City may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the City.*

*1.4. Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.*

*1.5. The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with City staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.*

*1.6. The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.*

*1.7. EMERGENCY ROAD CLEARANCE: Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the City. This task of the scope of service shall be completed within the first twenty-four (+/-) hours after mobilization. Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.*

1.8. *EMERGENCY POWER GENERATORS: Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the City. In some instances, the emergency generators will be used as stand-by units and will not need immediate installation.*

1.8.1. Upon delivery of each unit, the Contractor shall contact the designated City staff for receipt and documentation for equipment.

1.8.2. The Contractor shall be responsible for fueling the provided generators and City owned generators on a daily basis or as identified by and directed by the City. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators. Labor - City will compensate the Contractor based on the Equipment/Labor Rate Schedule (Attachment B)

1.8.3. The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

1.8.3.1. In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

1.9. *TEMPORARY SATELLITE COMMUNICATON:*

The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the City to facilitate emergency communications within the City and with outside agencies due to loss of communications capability as identified and directed by the City.

1.10. *TEMPORARY SANITARY FACILITIES:*

The Contractor shall provide essential self-contained temporary sanitary facilities immediately following a disaster event as identified and directed by the City. The contractor shall also obtain a licensed subcontractor to service units as may be needed. Waste products must be disposal at a legally operated disposal facility.

1.11. *REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY*

1.11.1. The Contractor shall provide a minimum of one (1) reefer container with four (4) pallets of bagged ice and one (1) refrigerated container immediately following a disaster event. Placement of containers shall be as directed by the City.

1.11.2. The Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendor; the City will be responsible for payment of fuel for refueling generators.

1.11.3. The Contractor shall be responsible for providing required maintenance and repair to equipment. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

1.11.4. Upon depletion of the initial ice delivery, the City will replenish the ice supply by a separate contract and/or through this contract.

1.12. *POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER*

1.12.1. The Contractor shall provide a minimum of three (3) potable water trucks and one hundred (100) cases of emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the City. The quantity of water to be delivered may be adjusted pre-event based on the type and intensity of the expected event.

1.12.2. The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the City's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

1.12.3. In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

1.12.4. The Contractor shall be responsible for furnishing the initial delivery of emergency bottled water. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces. Upon depletion of the initial bottled water delivery, the City will replenish the bottled water supply by a separate contract and/or through this contract.

### 1.13. *MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS*

- 1.13.1. As directed by the City, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the City's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

### 1.14. *TRAFFIC CONTROL AND SIGNAGE*

- 1.14.1. As directed by the City, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the City. The following indicates the type of items to be provided and quantities:

- 1.14.1.1. 200 each – Safety Cade Type II Barricades with flashing lights (lease)
- 1.14.1.2. 100 each – DOT Black Base 36" traffic cones with two (2) each reflective bands (lease)
- 1.14.1.3. 100 each – Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs (purchase)
- 1.14.1.4. 100 each – Fourteen Gauge 2" x 2" x 1 1/4" square pre-drilled poles (purchase)
- 1.14.1.5. 100 each – A-Frame stands for 36" signs (lease)

- 1.14.2. All equipment and materials proposed shall be in accordance with FDOT regulations.
- 1.14.3. The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The City will reimburse the Contractor for the cost of replacement batteries.

### 1.15. *CANTEEN*

- 1.15.1. As directed by the City, the Contractor shall provide all labor, facilities, equipment, staff, and other incidentals required to provide a temporary canteen for feeding City employees and Mutual Aid employees.

### 1.16. *RIGHT-OF-WAY DEBRIS MANAGEMENT*

- 1.16.1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all **eligible\*** disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.

- 1.16.1.1. **\*\*Eligible\*\*** means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA". Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

- 1.16.2. The City and Contractor will tentatively plan the number of passes/sweeps\* for debris pick up following a complete assessment of the volume of disaster generated debris.

- 1.16.2.1. **\*Passes/Sweeps** means the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

- 1.16.3. The City anticipates the tentative location of the temporary debris staging and reduction site (TDSRS) to be either at Laishley Park or the Wastewater Treatment Plant, which is located on Bermont Road (CR74) in Punta Gorda. The City is in the process of seeking additional locations for the TDSRS.

- 1.16.4. The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the City. Services will only be performed when requested and as designated by the City.

- 1.16.4.1. This task shall consist of four (4) types of debris:

- 1.16.4.1.1. Clean Construction & Demolition (C&D);
- 1.16.4.1.2. Clean Vegetation;
- 1.16.4.1.3. Contaminated Construction & Demolition (mixed vegetation and C&D); and
- 1.16.4.1.4. White goods (i.e. refrigerators, stoves, and other appliances)

- 1.16.4.2. Task services shall include:
  - 1.16.4.2.1. Picking up debris from right-of-way and transporting debris to the TDSRS;
  - 1.16.4.2.2. Reduction of debris at the TDSRS; and
  - 1.16.4.2.3. Loading and transporting reduced debris to a lawful disposal site.
- 1.16.4.3. Tipping fees at the negotiated rates shall be paid by the Contractor. The City reserves the right to negotiate tipping fees with the selected landfill(s). The City will not pay an administrative charge to the Contractor for this line item.
- 1.16.4.4. Pick up of right-of-way debris and transporting directly to a lawful landfill as directed by the City. The tipping rate structure in 1.16.4.3 will apply in this instance.
- 1.16.5. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

**1.17. TREES, TREE STUMP AND TREE LIMB REMOVAL**

- 1.17.1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as deemed ELIGIBLE by FEMA and directed by the City.
- 1.17.2. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

**1.18. RIGHT-OF-ENTRY DEBRIS MANAGEMENT (If implemented by the City)**

- 1.18.1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all **eligible\*** disaster-generated debris, including hazardous and industrial waste materials, as directed by the City.
- 1.18.2. The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the City. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.
- 1.18.3. The City will secure all necessary permissions, waivers and Right-of –Entry Agreements from real property owners required for the lawful removal of debris from real properties.
- 1.18.4. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
- 1.18.5. The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

**1.19. DEMOLITION OF STRUCTURES (If implemented by the City):**

- 1.19.1. The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the City.
- 1.19.2. As directed by the City, the Contractor shall demolish unsafe privately owned structures, which have been determined by the City to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the City does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.
  - 1.19.2.1. The City will secure all necessary permissions, waivers and Right-of –Entry Agreements from real property owners required for the lawful removal of debris from real properties.
- 1.19.3. As directed by the City, the Contractor shall demolish City owned structures, load and transport debris to a legal landfill. Tipping fees shall be included in the unit rates proposed for services.

**1.20. EMERGENCY TEMPORARY DRY-IN OF FACILITIES**

- 1.20.1. As directed by the City, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.
- 1.20.2. The contractor shall be licensed in the state of Florida for performing the services.
- 1.20.3. The basic scope for the evident services are as follows:
  - 1.20.3.1. Roofing
    - 1.20.3.1.1. Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.
    - 1.20.3.1.2. Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
    - 1.20.3.1.3. Dry-in and secure a temporary roofing system, as approved by the City.
  - 1.20.3.2. Overhead Doors
    - 1.20.3.2.1. Remove existing overhead door.
    - 1.20.3.2.2. Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
    - 1.20.3.2.3. Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.
  - 1.20.3.3. Windows
    - 1.20.3.3.1. Remove unsafe glass and materials from window opening.
    - 1.20.3.3.2. Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
    - 1.20.3.3.3. Contractor may secure the opening utilizing plywood and securely affixing to structure.

**1.21. TEMPORARY SECURITY PERSONNEL**

As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

**1.22. TEMPORARY LIGHTING**

- 1.22.1. As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.
- 1.22.2. The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the City.
- 1.22.3. The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required. The City will provide the Contractor with the City's emergency fuel vendors; the City will be responsible for payment of fuel for refueling generators.

**1.23. EMERGENCY CLEANING OF STORMWATER CATCH BASINS**

- 1.23.1. As directed by the City, the Contractor shall provide all labor, equipment, transportation, traffic control, signage and other incidentals required to provide emergency cleaning of stormwater catch basins. Service shall include the disposal of the water at Public Works facility or the Wastewater Treatment Plant.
- 1.23.2. Debris collected from storm water appurtenances shall be place at the curb for pick up by the ROW debris management program.

**1.24. TEMPORARY PORTABLE FUELING SITES AND DISPENSING:**

- 1.24.1. As directed by the City, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.
  - 1.24.1.1. The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

- 1.24.1.2. The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.
- 1.24.1.3. The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.
- 1.24.2. The City shall be responsible for the initial fuel delivery and all other deliveries thereafter.

**1.25. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS**

- 1.25.1. As directed by the City, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule.

**1.26. TEMPORARY FENCING**

As directed by the City, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

**2. GENERAL REQUIREMENTS**

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

2.2. *The City, at its sole discretion, may expand the scope of services to include additional requirements.*

**2.3. STRATEGIC PLANNING:**

- 2.3.1. The Contractor in conjunction with the City shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one CD-rom in Adobe Acrobat format to the City for approval fourteen (14) days prior to the pre-event planning meeting.
- 2.3.2. A pre-event planning meeting shall be conducted upon the award of this contract. City staff will work closely with the Contractor to identify the following:
  - 2.3.2.1. Map of primary transportation routes;
  - 2.3.2.2. Map of all facilities with notation to essential facilities;
  - 2.3.2.3. Emergency power requirements for essential facilities;
  - 2.3.2.4. Map of sanitary portable toilets and wash stations for immediate placement;
  - 2.3.2.5. Possible locations for temporary debris staging and reduction site (TDSRS); and
  - 2.3.2.6. Possible equipment staging locations.
- 2.3.3. The Contractor shall meet with the City staff prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the City and Contractor will discuss elements that may change or effect disaster recovery.

**2.4. MOBILIZATION:**

- 2.4.1. The contractor is responsible to contact the City’s representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.
  - 2.4.1.1. Depending on the category of event and/or type of event, the City may revise the requirements for immediate mobilization.
- 2.4.2. Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the City :
  - 2.4.2.1. The City will release the equipment to the Contractor for deployment outside of the City of Punta Gorda. This process shall be in writing with the City’s Representative signature authorizing the release of the equipment.
  - 2.4.2.2. In the event the equipment cannot be redirected, the City shall compensate the Contractor based on the minimum term (daily, weekly, or monthly) of the Contractor’s agreement for rental/lease.
  - 2.4.2.3. In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor’s supplier’s invoice and contract shall accompany the Contractor’s application for payment.

- 2.4.3. The contractor shall make every attempt to communicate via telephone with the City's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the City's Emergency Operations Center.
- 2.4.4. The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event.
- 2.4.5. The Contractor shall coordinate with the City a disaster recovery plan applicable to the event. The plan shall include:
  - 2.4.5.1. Verification of primary transportation routes, which require clearing;
  - 2.4.5.2. Debris removal strategy (i.e. landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc);
  - 2.4.5.3. Placement of emergency power;
  - 2.4.5.4. Placement of immediate need sanitary portable toilets and wash stations;
  - 2.4.5.5. Placement of immediate need reefer and refrigerator containers and initial ice supply;
  - 2.4.5.6. Placement of a water trucks with potable water and emergency water; and
  - 2.4.5.7. Placement and operation of a temporary fleet maintenance facility.
- 2.4.6. The Contractor shall all be capable of deploying all resources for the following immediate need services within four (4) to six (6) hours following an event:
  - 2.4.6.1. Equipment for clearing transportation routes;
  - 2.4.6.2. Equipment and materials to provide emergency power at facilities deemed essential by the City;
  - 2.4.6.3. Portable toilets and wash stations;
  - 2.4.6.4. Reefer and refrigerator containers with initial ice delivery;
  - 2.4.6.5. Potable water trucks and emergency bottled water;
  - 2.4.6.6. Temporary fleet maintenance facility;
  - 2.4.6.7. Traffic control and signage; and
  - 2.4.6.8. Canteen to include staffing and operation.
- 2.4.7. The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

**SEALED REQUEST FOR PROPOSALS  
CITY OF PUNTA GORDA, FLORIDA  
EMERGENCY DISASTER ASSISTANCE RECOVERY  
#R05010/EOC-DISASTERASST0405  
CONTRACT REQUIREMENTS**

**1. GENERAL CONTRACT REQUIREMENTS**

- 1.1. *AUDIT RIGHT AND RETENTION OF RECORDS - The Contractor shall have the responsibility of maintaining accurate records, both financial and corresponding, for the awarded contract. The City shall have the assignable right to audit the financial records, accounts and other documentation of the Contractors, which are related to the awarded contract.*
- 1.2. *NOTICES AND CONTRACT AMENDMENTS – Both parties shall give notice to the other and process contract amendments in writing.*
- 1.3. *PERMITS/LICENSES – The Contractor shall be responsible for obtaining all permits and licenses for the execution of required services. The Contractor shall not be responsible for obtaining permits or licenses when the requirements for which has or will be waived because of a declaration of an emergency or disaster.*
- 1.4. *SUPERVISION OF WORK – Under the general oversight of the City, the Contractor shall supervise and direct all work, employees, agent, subcontractors, and equipment. The Contractor is solely responsible for the means, methods, techniques, sequences, safety program and procedures utilized. The Contractor shall employ and maintain on the work site a qualified supervisor(s) who shall have full authority to act on behalf of the Contractor, and all communications given to the supervisor(s), in writing by the City’s authorized representative, shall be as binding as if given to the Contractor.*
- 1.5. *OTHER RELATED WORK – The City reserves the right to negotiate other services deemed necessary to ensure a successful recovery with the Contractor.*
- 1.6. *SUBSTITUTION OF PERSONNEL – It is the intention of the City that the Contractor’s personnel proposed for the contract will be available for the term of the contract. In the event the Contractor wishes to substitute personnel, they shall propose personnel of equal or higher qualifications and all replacement personnel are subject to City approval. In the event substituted personnel are not found to be satisfactory to the City and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for this cause.*
- 1.7. *DISASTER RECOVERY TECHNICAL ASSISTANCE - The Contractor shall provide Disaster Recovery Technical Assistance to officials within the City and to designated staff members to assist the local government with guidance and consultation on all aspects of the recovery process.*
- 1.8. *OTHER AGREEMENTS – The City may be required to enter into agreements with Federal and/or State agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements, regardless of the additional burdens of compliance.*
- 1.9. *CITY OBLIGATIONS – The City shall furnish all information and documents necessary for the commencement of Contractor services, including a written Notice to Proceed. A representative will be designated by the City to be the primary point of contact for inspecting work and answering any on-site questions prior to and after activation of the contract.*

*The City will be responsible for issuing all Public Service Announcements to advise citizens and agencies of the disaster recovery tasks being accomplished. The Contractor may be requested to assist the City with the development of Public Service Announcements.*

- 1.10. *SERVICE AREA – The area for work by the Contractor’s crews and other contracted services shall be directed by the City.*
- 1.11. *UTILIZING LOCAL RESOURCES – The Contractor shall, to every extent possible, give priority to utilizing labor and other resources within Charlotte County.*

- 1.12. *OTHER AGENCIES - The term "government" as used in this document refers to those governmental agencies which may have a regulatory or funding interest in this proposal.*
- 1.13. *BILLING CYCLE - Contractor shall invoice the City on a thirty (30) consecutive calendar day basis reflecting the close of business on the last working day of the billing period. Serialized debris reporting tickets and disposal site verification of the actual cubic yardage for each load of debris or itemized stumps will support all invoices.*
- Ancillary services shall be invoiced in the same manner. Supporting documentation/invoice must in all instances accompany the invoice for payment.*
- 1.14. *PAYMENT RESPONSIBILITY – The City agrees to accept Contractor’s invoices and supporting documentation and process said invoices for payment in accordance with the Florida Prompt Payment Act, Sections 218.70 et seq., Florida Statutes.*
- 1.15. *INELIGIBLE WORK– The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material or stumps as may be determined by the City and/or government as ineligible debris.*
- 1.15.1. Eligibility Inspections - Contractor and the City shall inspect each load, or shall inspect at some other frequency at the City’s direction, to verify that the contents are in accordance with the accepted definition of eligible debris.
- 1.15.2. Eligibility Determinations - 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. No payment will be allowed for that load and the Contractor will not invoice the City for such loads. The City, through its authorized representative, will be the sole judge as to whether the material conforms to the definition of eligible debris, and its decision will be final.
- 1.16. *CONTRACT RATES/SERVICE NEGOTIATIONS - Unknown and/or unforeseen events or conditions may require an adjustment to the awarded unit prices. Any amendments, extensions or changes to the scope of contracted services or unit prices are subject to full negotiations between the City and the Contractor and subject to the review and approval of the government.*
- In addition, all costs related to labor, materials, and equipment shall be fair, reasonable, and consistent with costs set forth in the most current version of the Federal Emergency Management Agency's Schedule of Equipment Rates, to be applied at all times for implementation of the awarded Contract.*
- 1.17. *SEVERABILITY - If any provision of the awarded Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without altering the intention of the parties, it will be stricken and the remainder of the Contract will remain in full force and effect.*
- 1.18. *NO CONTINGENT FEES – The Contractor certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor to solicit or secure the awarded 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 Contractor any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of the awarded Contract. For the breach or violation of this provision, the City shall have the right to terminate the contract without liability, at its discretion, to deduct from contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.*
- 1.19. *INDEPENDENT CONTRACTOR STATUS - Contractor is an independent Contractor and is not an employee, servant, agent, partner or joint venture of the City.*

## 2. CONTRACTOR OBLIGATIONS

- 2.1. *CONTRACTOR'S CONDUCT OF WORK – The Contractor shall be responsible for planning and conducting all operations in a satisfactory, workmanship-like manner. The Contractor shall demonstrate and maintain a courteous and responsive demeanor toward all citizens. All operations shall be conducted under the review of a City representative at times, places, and by means as directed by the City.*
- 2.2. *DAMAGES BY CONTRACTOR – The Contractor shall be responsible for conducting all operations, whether contemplated by contract or later requested as specialized services, in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall also be responsible for any damages due to the negligence of its employees and subcontractors. Should any property be damaged due to negligence on the part of the Contractor, the City may either bill the Contractor for the damages or withhold funds due to the Contractor. The determination of whether “negligence” has occurred shall be made by the City.*
- 2.3. *CONTRACTOR'S DUTY REGARDING OTHER CONTRACTOR(S) - Contractor acknowledges the presence of other Contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.*
- 2.4. *CONTRACTOR'S OWNERSHIP OF DEBRIS - All debris, including regulated hazardous waste, shall become the property of Contractor for removal and lawful disposal. The debris will consist of, but not be limited to vegetative, construction and demolition, contaminated construction and demolition, white goods and household solid waste.*
- 2.5. *CONTRACTOR'S DISPOSAL OF DEBRIS - Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris, including regulated hazardous waste. The primary location of the reduction and disposal sites shall be determined by the City in consultation with the Contractor. Other sites may be utilized as directed and/or approved by the City.*
- 2.6. *DEBRIS MANAGEMENT AND STAGING SITES - Restoration of debris management and staging sites shall be returned to equal or better than original condition by the Contractor and shall be to the satisfaction of the City.*
- 2.7. *WORK SAFETY*
  - 2.7.1. The Contractor shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. The Contractor will provide such safety equipment, training and supervision as may be required by the City and/or other governmental regulations. The Contractor shall ensure that its subcontracts contain a similar safety provision.
- 2.8. *INSPECTION AND TESTING – All debris shall be subject to inspection by the City and other public authorities to ensure compliance with Contract, applicable federal, state and local laws, and in accordance with generally accepted standards of emergency management professionals. City, at all times, has access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.*
- 2.9. *RESTORATION OF ROW, TDSRS AND STAGING AREAS*
  - 2.9.1. The Contractor shall be responsible for all costs associated in the repair of ROW, sidewalks, and driveways, drainage systems and irrigation if the damage is due to Contractor's negligence. The determination of whether “negligence” has occurred shall be made by the City.
  - 2.9.2. The Contractor is responsible for the restoration of the TDSRS and Staging Area sites. Restoration may include, but not be limited to, backfilling, grading, repair of irrigation, repair of drainage systems and furnishing and installing sod.

## 3. STAGING AREAS

- 3.1. *The Contractor shall provide all supplies, labor and equipment for the operation and management of staging areas to facilitate disaster recovery operations.*

## 4. SUBCONTRACTORS

- 4.1. *The Contractor may utilize the services of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its own employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions as stated in this RFP and that the work of their subcontractors is subject to said provisions. Nothing contained in the contract shall create any contractual relationship between any subcontractor and the City. The Contractor shall supply the names and addresses of subcontractors and material suppliers when requested by the City.*
- 4.2. *The City reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor in addition to checking of prior performance of like or similar work as delineated in part or whole as pertinent to this contract.*

## **5. PERFORMANCE STANDARDS**

- 5.1. *CONTRACTOR REPRESENTATIVE – The Contractor shall have a knowledgeable and responsible representative reporting to the City’s representative within forty-eight (48) hours following the execution of the contract. The Contractor’s representative shall have the authority to implement all actions required to begin the performance of the contracted services as stated in the Contractor and the Contractor’s Strategic Plan.*
- 5.2. *SERVICE COMPLETION – The Contractor shall complete all work directed by the contract as soon as feasibly possible, and in the time necessary to accomplish the work, with the knowledge that time is of the essence. The scope and nature of work to be assigned and performed will be as directed by the City immediately following the event for immediate need services and as the need for other services has been determined.*

## **6. DEBRIS MANAGEMENT REQUIREMENTS**

- 6.1. *MULTIPLE PASSES/SWEEPS - Contractor shall make scheduled and/or unscheduled passes of each area impacted by the disaster event at the direction of the City. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the right-of-way by the citizens and the City.*
- 6.2. *OPERATION OF EQUIPMENT - Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or right-of-way using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed outside of the public right-of-way unless otherwise directed by City. Should operation of equipment be required outside of the public right-of-way, the City will provide a Right-of-Entry Agreement.*
- 6.3. *CERTIFICATION OF LOAD CARRYING CAPACITY – The Contractor shall submit to the City a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the City and Contractor representatives. A standard measurement form certifying actual physical measurements of each piece of equipment shall be an attachment to the certified reports submitted to the City.*
- 6.4. *VEHICLE INFORMATION – The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and painted on each numbered vehicle or piece of equipment used to haul debris. All vehicles or equipment used for hauling will have and use a Contractor-approved tailgate. Sideboards will be limited to those that protect the load area of the trailer.*
- 6.5. *SECURITY OF DEBRIS DURING HAULING –*
  - 6.5.1. *The Contractor shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, the Contractor shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction. All loose debris shall be reasonably compacted and secured during transport in accordance with FDOT guidelines. As required, the Contractor will survey the primary routes used by the Contractor as soon as possible after the transport and recover fallen or blown debris from the roadway(s).*
  - 6.5.2. *Equipment utilized during the performance of the contract shall comply with government regulations and meet the disposal landfill’s requirements for equipment. Contractor is responsible for ensuring that equipment and trucks are not overloaded for transporting.*

- 6.5.3. The Contractor is prohibited from hand loading debris; exclusion to this restriction is loading white goods.
- 6.6. *TRAFFIC CONTROL – The Contractor shall mitigate impact on local traffic conditions to the greatest extent possible. Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD). The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.*
- 6.7. *WORK DAYS/HOURS– The Contractor may conduct debris removal operations from sunup to sundown, seven (7) days per week. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week. Adjustments to work days and/or work hours shall be as directed by the City following consultation and notification to Contractor.*
- 6.8. *HAZARDOUS AND INDUSTRIAL WASTES – The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during debris removal operations for collection and disposal in accordance with Contractor’s Hazardous and Industrial Materials Cleanup and Disposal Plan. Contractor will build, operate and maintain a Hazardous Waste and Industrial Material Storage area until proper disposal of such waste is feasible. Contractor may use the subcontracting services of a firm specializing in the management and disposal of such materials and waste, if directed by the City.*

## 7. **REPORTS, CERTIFICATIONS AND DOCUMENTATION**

- 7.1. *Accountable Debris Load Forms – The City shall accept the serialized copy of Contractor’s debris reporting ticket as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites. The serialized ticketing system will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer stations. These tickets shall be used as the basis of any electronic generated billing and/or reports.*
- 7.1.1. In some instances, the Federal Highway Administration will reimburse the City for specific roadways. The City will advise the Contractors during the strategic planning phase of the specific roadways. The Contractor shall be responsible for maintaining a separate recording and reporting system for stated roadways.
- 7.2. *Reports - Contractor shall submit periodic, written reports to the City as requested or required, detailing the progress of debris removal and disposal. These reports may include, but are not limited to:*
- 7.2.1. *Daily Reports - Daily reports may detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Contractor will also report damages to private property caused by the debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of Contractor’s operations.*
- 7.2.2. *Weekly Summaries - A summary of all information contained in the daily reports in a format required by the City.*
- 7.2.3. *Report Delivery - The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by City in consultation with Contractor.*
- 7.2.4. *Final Project Closeout - Upon final inspection and/or closeout of the project by the City, the Contractor shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to the City. Contract will provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for the City and/or government.*
- 7.3. *Additional Supporting Documentation - Contractor shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Contractor as may be required by City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.*
- 7.4. *Report Maintenance - Contractor will be subject to audit by federal, state and local agencies pursuant to the Contract. Contractor will maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than five (5) years.*
- 7.5. *Contract File Maintenance - Contractor will maintain the Contract and the invoices that are generated for Contracted services for a period of five (5) years or the period of standard record retention of the City,*

*whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. This contract may be unilaterally cancelled by the City for refusal to comply with this provision.*

DEBRIS MANAGEMENT SERVICES				
		UOM	UNIT PRICE	
<b>VEGETATIVE DEBRIS</b>				
Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles from 326 W. Marion Avenue (Based on incoming yardage)		CY	\$ 12.40	
Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles from 326 W. Marion Avenue (Based on incoming yardage)		CY	\$ 12.40	
Pick up vegetative debris from curbside and haul to a TDSRS in excess of ten (10) miles from 326 W. Marion Avenue but within Charlotte County (Based on incoming yardage)		CY	\$ 12.40	
Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles from 326 W. Marion Avenue (Based on incoming yardage)		CY	\$ 12.40	
Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles from 326 W. Marion Avenue (Based on incoming yardage)		CY	\$ 12.40	
Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from 326 W. Marion Avenue but within Charlotte County (Based on incoming yardage)		CY	\$ 12.40	
Reduction by mulching and site management (Based on incoming yardage)		CY	\$ 3.95	
Loading and transporting Mulch to final disposal site within Charlotte county (Based on reduced material outgoing for final disposal)		CY	\$ 3.95	
Loading and Transporting Mulch to final disposal site outside Charlotte county (Based on reduced material outgoing for final disposal)		CY/MILE - ONE WAY ONLY	\$ 0.19	
<b>ALTERNATE:</b> Reduction by incineration and site management (Based on incoming yardage)		CY	\$ 3.95	
<b>ALTERNATE: Loading and</b> Transporting Ash to final disposal site within Charlotte County (Based on reduced material outgoing for final disposal)		CY	NO CHARGE	
<b>ALTERNATE:</b> Loading and Transporting Ash to final disposal site outside Charlotte County (Based on reduced material outgoing for final disposal)		CY/MILE	\$ 0.19	
Pick up vegetative debris from curbside and transport directly to an approved Charlotte county disposal site. (Based on picked up yardage)		CY	\$ 12.40	
Pick up vegetative debris from ROE personal property and transport directly to an approved Charlotte county disposal site. (Based on picked up yardage)		CY	\$ 12.40	
<b>CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&amp;D)</b>				
Pick up clean C & D from curbside and haul to TDSRS within five (5) miles from 326 W. Marion Avenue (Based on incoming yardage)		CY	\$ 12.40	
Pick up clean C & D from curbside and haul to TDSRS within ten (10) miles from 326 W. Marion Avenue (Based on incoming yardage)		CY	\$ 12.40	
Pick up clean C & D from curbside and haul to TDSRS in excess of ten (10) miles from 326 W. Marion Avenue but within Charlotte County (Based on incoming yardage)		CY	\$ 12.40	

## GRUBBS EMERGENCY SERVICES, LLC

Pick up clean C & D from ROE personal property and haul to TDSRS within five (5) miles from 326 W. Marion Avenue (Based on incoming yardage)	CY	\$	12.40		
Pick up clean C & D from ROE personal property and haul to TDSRS within ten (10) miles from 326 W. Marion Avenue (Based on incoming yardage)	CY	\$	12.40		
Pick up clean C & D from ROE personal property and haul to TDSRS in excess of ten (10) miles from 326 W. Marion Avenue but within Charlotte County (Based on incoming yardage)	CY	\$	12.40		
Reduction of clean C & D by compaction and site management (Based on incoming yardage)	CY	\$	1.50		
Loading and Transporting compacted clean C & D to final disposal site within Charlotte county (Based on reduced material outgoing for final disposal)	CY	\$	5.00		
Loading and Transporting compacted clean C & D to final disposal site outside Charlotte county (Based on reduced material outgoing for final disposal)	CY/MILE - ONE WAY ONLY	\$	0.60		
Pick up clean C & D from curbside and transport directly to an approved Charlotte county disposal site. (Based on picked up yardage)	CY	\$	12.40		
Pick up clean C & D from ROE personal property and transport directly to an approved Charlotte county disposal site. (Based on picked up yardage)	CY	\$	12.40		
<b>CONTAMINATED CONSTRUCTION &amp; DEMOLITION DEBRIS (C &amp; D)</b>					
Pick up contaminated C & D from curbside and haul to TDSRS within five (5) miles from 326 W. Marion Avenue (Based on incoming yardage)	CY	\$	12.40		
Pick up contaminated C & D from curbside and haul to TDSRS within ten (10) miles from 326 W. Marion Avenue (Based on incoming yardage)	CY	\$	12.40		
Pick up contaminated C & D from curbside and haul to TDSRS in excess of ten (10) miles from 326 W. Marion Avenue but within Charlotte County (Based on incoming yardage)	CY	\$	12.40		
Pick up contaminated C & D from ROE personal property and haul to TDSRS within five (5) miles from 326 W. Marion Avenue (Based on incoming yardage)	CY	\$	12.40		
Pick up contaminated C & D from ROE personal property and haul to TDSRS within ten (10) miles from 326 W. Marion Avenue (Based on incoming yardage)	CY	\$	12.40		
Pick up contaminated C & D from ROE personal property and haul to TDSRS in excess of ten (10) miles from 326 W. Marion Avenue but within Charlotte County (Based on incoming yardage)	CY	\$	12.40		
Reduction of contaminated C & D by compaction and site management (Based on incoming yardage)	CY	\$	1.50		
Loading and Transporting compacted contaminated C & D to final disposal site within Charlotte county (Tonnage based on individual weight tickets from disposal site)	Ton	\$	22.50		
Loading and Transporting compacted contaminated C & D to final disposal site outside Charlotte county (Tonnage based on individual weight tickets from disposal site)	TON/MILE - ONE WAY ONLY	\$	0.60		
Pick up contaminated C & D from curbside and transport directly to an approved Charlotte county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$	43.00		

**GRUBBS EMERGENCY SERVICES, LLC**

Pick up contaminated C & D from ROE personal property and transport directly to an approved Charlotte county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	\$	43.00		
<b>WHITE GOODS</b>					
Pick up of White Goods and transportation to the City's Recycling Center	ea	\$	50.00		
Pick up of White Goods and transportation to a City recognized recycling vendor, located within Charlotte County	ea	\$	50.00		
Pick up and transportation of White Goods to the TDSRS for the City's pick up and final disposal	ea	\$	50.00		
<b>EMERGENCY ROAD CLEARANCE - BASED ON SCHEDULE A UNIT RATES</b>					
<b>STORMWATER CATCH BASINS BASED ON SCHEDULE A UNIT RATES</b>					
<b>SCHEDULE A - HOURLY RATES</b>			<b>HOURLY*</b>		
Prentice Loader		\$	140.00		
Prentice Truck dump body		\$	125.00		
Wheel Loader 2 1/2 - 3 yd		\$	110.00		
Wheel Loader 3-5 yd		\$	120.00		
Tandem Dump Truck 16-20 yd		\$	95.00		
Mini Loader/Bobcat		\$	60.00		
Dozer/Cat D6		\$	100.00		
Excavator w/grapple		\$	120.00		
Vacuum Truck		\$	120.00		
Chainsaw		\$	35.00		
Laborers		\$	31.00		
4 men crew		\$	175.00		
3 men crew		\$	155.00		
2 men crew		\$	140.00		
Supervisor		\$	65.00		
Safety Manager		\$	55.00		
Flagger		\$	31.00		
Trash Transfer Trailer 100 yd		\$	120.00		
Equipment Transports		\$	90.00		
Labor - Fueling		\$	31.00		
Refuse Truck			135.00/hour		
Misc Unspecified Const Equip			Contractor Cost at event		
<b>*Overtime Rates shall be the same as the hourly rates stated</b>					
<b>ANCILLARY SERVICES</b>					
<b>SCHEDULE C - GENERATORS</b>	<b>Round Trip</b>		<b>Unit Rate</b>		
Water Treatment Plant	\$ 400.00		Contractor Cost at event		
Raw Water Pumps	\$ 400.00		Contractor Cost at event		
City Hall Annex	\$ 400.00		Contractor Cost at event		
Public Safety Building	\$ 400.00		Contractor Cost at event		
Bal Harbor Water Storage	\$ 400.00		Contractor Cost at event		
Fire Station #3	\$ 400.00		Contractor Cost at event		
Lift Stations	\$ 400.00		Contractor Cost at event		
Billing & Collections	\$ 400.00		Contractor Cost at event		
Fire Station #2	\$ 400.00		Contractor Cost at event		
Portable Offices 25 KW	\$ 400.00		Contractor Cost at event		
Portable Offices 125 KW	\$ 400.00		Contractor Cost at event		
Recycling Center	\$ 400.00		Contractor Cost at event		
Canal Maintenance Yard	\$ 400.00		Contractor Cost at event		
Right of Way	\$ 400.00		Contractor Cost at event		

**GRUBBS EMERGENCY SERVICES, LLC**

<b>SATELLITE COMMUNICATION</b>				
Rental of Equip		\$250.00/month/phone		
Phone Usage		Contractor Cost at event		
<b>TEMPORARY SANITARY FACILITIES</b>		\$328.93/month/unit - total delivered price		
<b>REEFER/REFRIGERATION EQUIPMENT</b>		\$3138/month/per unit total delivered price		
Initial Ice Delivery - Rd Trip Trans		\$0.28/LB		
<b>POTABLE WATER TRUCK &amp; BOTTLED WATER</b>				
Potable Water Truck		\$3138/month/per unit - total delivered price		
Bottled Water (Total Delivered Price)		\$0.35/.bottle		
<b>FLEET REPAIR FACILITY</b>				
Equip Rent - Rd Trip Trans		\$400.00/month/unit - total delivered price		
Staffing		Contractor Cost at event		
Required parts/materials		Contractor Cost at event		
<b>SIGNAGE/TRAFFIC</b>		Contractor Cost at event		
<b>CANTEEN &amp; STAFFING</b>		\$5000/month/unit - total delivered price		
<b>DEMOLITION OF STRUCTURES</b>			<b>UOM</b>	<b>UNIT PRICE</b>
Wood Frame	0 - 500 sq ft		sq ft	\$ 2.00
	501 - 1500 sq ft		sq ft	\$ 2.00
	1501 - 3000 sq ft		sq ft	\$ 2.00
	3001 - 5000 sq ft		sq ft	\$ 2.00
	5001 - 10000 sq ft		sq ft	\$ 2.00
	10000 + sq ft		sq ft	\$ 2.00
Block Frame	0 - 500 sq ft		sq ft	\$ 2.00
	501 - 1500 sq ft		sq ft	\$ 2.00
	1501 - 3000 sq ft		sq ft	\$ 2.00
	3001 - 5000 sq ft		sq ft	\$ 2.00
	5001 - 10000 sq ft		sq ft	\$ 2.00
	10000 + sq ft		sq ft	\$ 2.00
Loading, Transporting Disposing w/in Charlotte			ton	\$ 82.00
Loading, Transporting Disposing outside Charlotte			ton/mile	\$ 0.60
Restoration Sod	0 - 500 sq ft		sq ft	\$ 1.50
	501 - 1500 sq ft		sq ft	\$ 1.50
	1501 - 3000 sq ft		sq ft	\$ 1.50
	3001 - 5000 sq ft		sq ft	\$ 1.50
	5001 - 10000 sq ft		sq ft	\$ 1.50
	10000 + sq ft		sq ft	\$ 1.50
Restoration Seed	0 - 500 sq ft		sq ft	\$ 1.25
	501 - 1500 sq ft		sq ft	\$ 1.25
	1501 - 3000 sq ft		sq ft	\$ 1.25
	3001 - 5000 sq ft		sq ft	\$ 1.25
	5001 - 10000 sq ft		sq ft	\$ 1.25
	10000 + sq ft		sq ft	\$ 1.25
<b>EMERGENCY DRY IN FACILITIES</b>		Contractor Cost at event		
<b>TEMPORARY SECURITY</b>		Contractor Cost at event		
<b>TEMPORARY LIGHTING</b>		Contractor Cost at event		
<b>FUELING TANKS &amp; DISPENSING UNITS</b>		\$1,000.00 per day per unit - Total delivered price		
<b>TEMPORARY FENCING</b>		Contractor Cost at event		

	<b>EMERGENCY CONTACT INFORMATION</b>				
	<b>Main: Brian Thomason</b>				
	Email: bthomason@grubbs.com				
	Toll Free #: 888-472-8871				
	Fax #: 352-797-7598				
	Cellular #: 352-279-9050				
	<b>Alternate: Anthony Tanner</b>				
	Toll Free #: 888-472-8871				
	Fax #: 352-797-7598				
	Cellular #: 352-266-4136				
	<b>Alternate: Dennis Smith</b>				
	Toll Free #: 888-472-8871				
	Fax #: 352-797-7598				
	Cellular #: 352-266-4148				